

CONSTRUCTION

PROJECT LABOR AGREEMENT

between

**BECHTEL NEVADA CORPORATION
BECHTEL-SAIC**

and

**THE SOUTHERN NEVADA BUILDING
AND CONSTRUCTION TRADES COUNCIL
AND OTHER SIGNATORY UNIONS**

October 1, 2002 – September 30, 2007

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ARTICLE 1
PREAMBLE

This Agreement entered into this 1st day of October 2002 by and between Bechtel Nevada Corporation (herein referred to as BNC) and Bechtel-SAIC (herein referred to as BSC) , and the Southern Nevada Building and Construction Trades Council AFL/CIO, its undersigned Unions and other Signatory unions (hereinafter collectively referred to as UNION), recognize that Construction at the Nevada Test Site (herein referred to as NTS), performed by BNC or BSC, requires innovation, flexibility and responsive Labor-Management practices.

The Nevada Test Site shall include work performed at the Nevada Test Site, Remote Sensing Lab, North Las Vegas Facility, Tonopah Test Range, Yucca Mountain Site and other facilities or BNC/BSC extensions of the government program within the Department of Energy, National Nuclear Security Administration Nevada Operations Office (NNSA/NV) system which is under the jurisdiction of the Local Unions within the State of Nevada.

To this end, the collective strengths and resources of the UNION(s) and BNC are teamed in a partnership for the purposes of providing the Department Of Energy, (DOE) National Nuclear Security Administration Nevada Operations Office (NNSA/NV) an available and sufficient work force which is efficient, competent and qualified.

ARTICLE 2
INTENTS AND PURPOSE

SECTION 1. This Agreement is for the joint use and benefit of the signatory parties, and the provisions shall be construed as binding upon and effective in determining the relations between the parties and to set forth the basic Agreement covering rates of pay, fringe benefits, hours of work, and conditions of employment to be observed by the parties.

It is the intent of the parties to set out efficient working conditions, establish and maintain harmonious relations, secure optimum productivity, and to eliminate delays in the work undertaken by the EMPLOYER. The parties agree that nothing shall be permitted that restricts production or increases the time required to do the work, and that no limitation shall be placed upon the amount of work an employee shall perform, and that there shall be no restriction against the use of any kind of machinery, tool or labor-saving device except as provided in Appendix "A", provided however that no employee shall be required to work under any conditions which are injurious to their health and safety.

It is mutually understood that the terms and conditions relating to employment of craft persons covered by this Agreement have been decided on by collective bargaining and that the provisions will be binding upon the UNION(s) and the EMPLOYER.

SECTION 2. This Agreement and the Southern Nevada Labor Alliance shall be the only Collective-Bargaining Agreements between the parties which shall apply at the NTS and no other Agreements, either Local or National, shall apply over these Agreements. Employment practices not part of this Agreement shall not be recognized.

SECTION 3. Appendix "A"s of this Agreement are applicable only to the signatory unions and shall be considered as an integral part of this Agreement.

SECTION 4: Anytime the masculine gender is used in this Agreement, it shall also apply to the female gender. All provisions of this Agreement shall apply to male and female employees alike.

ARTICLE 3

SOUTHERN NEVADA LABOR ALLIANCE

Bechtel Nevada Corporation (BNC), Bechtel-SAIC (BSC) and the Southern Nevada Building and Construction Trade Unions and other Signatory Unions agree to incorporate the Principles of the Southern Nevada Labor Alliance into all aspects of this Agreement. The Principles of the Alliance are to:

- A. Develop business opportunities and market the value of the Alliance to NTS Customers.
- B. Establish an Alliance Administrative Committee which will meet on a regular basis for the purpose of implementing these principles.
- C. Provide and promote an available, well trained, qualified, productive and cost effective work force.
- D. Provide and promote a safe and healthful work environment to all employees through an effective Zero Accident Philosophy.
- E. Continuously improve productivity, quality and methods of work execution.
- F. Create a craft Sharing for Success program that rewards all craft employees for their contributions to the success of the project.

- G. Resolve any differences between the parties in an atmosphere of cooperative labor-management relations and without job disruptions or work stoppages.

Continuous Improvement (CI) Committees will be mutually established and approved by the Southern Nevada Building and Construction Trade Union(s) to address work execution processes and issues affecting the craft workforce.

Neither the Southern Nevada Labor Alliance nor the Continuous Improvement (CI) Committees shall make decisions which change or modify any of the Terms and Conditions of this Agreement.

ARTICLE 4

DOE, NNSA/NV ORDERS AND DIRECTIVES

It is understood and agreed that the Employer's operations involved herein are subject to its contract with the DOE, NNSA/NV and the Orders and Directives of the Administration, and it is agreed that should any National Security, Safety, or Health Orders and Directives of the DOE, NNSA/NV conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict. Any such conflicts which are not resolved shall be subject to the Grievance and Arbitration Article of this Agreement.

ARTICLE 5

NUCLEAR FACILITIES

For Employees who are assigned to work at Nuclear Facilities, failure to meet ANSI training or standards or security requirements in accordance with NRC and DOE/NNSA regulations will result in termination from the project. Such training will be provided by the Employer in an expeditious manner.

ARTICLE 6

GENERAL SAVINGS CLAUSE

It is not the intent of either party to this Agreement to violate any federal, state or local rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect. The parties agree that if and when any provision

of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 7

WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The work subject to this Agreement shall be the work performed by the Employer and its subcontractor and all lower tier subcontractors, which is covered work under the Davis-Bacon Act, which work shall be referred to as construction work, and certain additional work performed by the Employer which is not covered under the Davis-Bacon Act and which is not subject to any other collective bargaining Agreement to which the Employer is a party. The work referred to above is that work performed at the Nevada Test Site.

The above work that is not covered under the Davis-Bacon Act shall remain subject to this Agreement until it is placed under the applicable Maintenance and Operations Agreement between Bechtel Nevada and the Unions signatory to this Agreement.

SECTION 2. Specific Work Subject to this Agreement for each signatory Union shall be outlined in Appendix A(s) of this Agreement.

ARTICLE 8

OFF-SITE WORK

SECTION 1: If the Employer is required to perform construction work that is applicable to the Davis Bacon Act and is outside the geographic boundaries of the Nevada Test Site (NTS), but within the territorial jurisdiction of the Union(s), the terms and conditions of this Agreement shall apply. However, if the applicable Davis Bacon Wage and Fringe package is higher for that county than the applicable Wage and Fringe package in the applicable NTS Project Labor Agreement, then the difference shall be added to the employee's NTS wage.

SECTION 2. If work is performed at the Tonopah Test Range (TTR), Central Nevada Test Area (CNTA) or Beatty, that is outside the geographic boundaries of the Nevada Test Site (NTS), the terms and conditions of this Agreement, and the Employer's "Special Provisions for Off-Site Work" (incorporated by reference) shall also apply to employees performing work at these locations.

ARTICLE 9
UNION RECOGNITION

The Union having requested recognition as the Section 9A representative of the employees covered by this Agreement and having demonstrated through authorization cards that it has the support of a majority of the employees to serve as such representative, the Employer hereby recognizes the union as the Section 9A representative of the employees. The foregoing 9A provision does not apply to Subcontractors signatory to this agreement.

ARTICLE 10
MANAGEMENT RIGHTS

SECTION 1. All of the rights, duties and prerogatives of the Employer to manage, control and direct its business, operations, and activities are vested in and retained by the Employer, including, but not limited to, the assignment and direction of its employees.

SECTION 2. The Employer shall be the sole judge of the qualifications of each employee and the number of employees required to perform any work subject to this Agreement. The Employer shall have the absolute right to hire, promote, lay-off employees or reject any applicant for employment at its discretion, and to discharge and/or suspend employees in lieu of discharge with just cause.

SECTION 3. Subject to the provisions of Appendix A, the necessity of and the identity of foremen shall be solely determined by the Employer. It is not the intent of the Employer to assign the duties and responsibilities of foreman to an employee without designating such employee as foreman and paying him/her in accordance with Appendix A. It is not the intent of the Employer by virtue of this provision to eliminate foreman.

SECTION 4. None of the rights, duties and prerogatives of the Employer referred to in this Article shall be exercised in a manner which is in conflict with the specific provisions of this Agreement. It is understood, however, the Union shall retain the right to grieve any dispute arising under this Article.

ARTICLE 11
NO STRIKES OR LOCKOUTS

SECTION 1. Due to the major national importance and the vital nature of the work being performed and the operations being conducted by the Employer and other organizations at the Nevada Test Site, the Employer and the Unions agree that the Employers operations must not be interrupted.

In recognition of the above, the Unions, collectively, and the employees covered by this Agreement, individually, agree they will not call, engage in or sanction any strike, sympathy strike, work stoppage, slowdown, picketing, sit-down, sit-in, or boycott of the Employer's operations at the Nevada Test Site.

SECTION 2. The Employer agrees there will be no lockout of the Unions or of its employees represented by the Unions during the term of this Agreement.

SECTION 3. Any violation of Section 1 or Section 2 of this Article shall be expeditiously resolved within twenty- four (24) hours by the effected parties, and the issues given rise to the dispute, shall not be subject to the provisions of the Grievance and Arbitration Procedure.

SECTION 4: It shall not be cause for discharge or disciplinary action in the event an employee individually refuses to go through or work behind any picket line at the Employer's place of business provided said picket line is in connection with a lawful primary labor dispute that is sanctioned by the Southern Nevada Building and Construction Trades Council, Central Labor Council or any union signatory to the Employer that is not affiliated with the above.

SECTION 5: Protection of Life and Property: The Unions agree that in the event any member of the bargaining unit exercise their individual right under Section 4 above, the Unions will make every legitimate effort to ensure the minimum services for the protection of life and property, of the type performed by employees under this Agreement are provided.

ARTICLE 12

UNION REPRESENTATION

SECTION 1. Authorized representatives of the Union shall have access to the NTS where work is being performed, but visitations are subject to security and safety regulations of the Department of Energy, National Nuclear Security Administration.

SECTION 2. The job Steward shall be a working employee selected by the Union who shall, in addition to his/her regularly assigned work, be allowed reasonable amount of time during the work day to conduct union business as outlined in Section 4. The Union agrees that such duties shall be performed as expeditiously as possible. The steward will notify his/her immediate supervisor of the duties that would cause him to be away from his/her assigned work before he performs said duties.

SECTION 3. The Union shall notify the Employer, in writing, of the appointment of the job steward, and the Employer, prior to laying off or discharging the job steward, will meet with the

representatives of the Union two (2) full working days prior to such intended layoff or discharge. If the layoff or discharge proceeds, the Employer will notify the Union in writing of that fact. The job steward will not be disciplined or laid off for the performance of their agreed-upon duties when performed in accordance with this Article. It shall be recognized by the Employer that the Union Steward shall be the last person to be laid off in their trade, provided they are qualified to perform the work.

SECTION 4. To promote harmony between the Union and the Employer, the steward, without interrupting the progress of the job, shall be limited to, and shall not exceed, the following duties and activities:

- (a) Work with the Employer's designated representative in charge of the job in an attempt to resolve disputes prior to the application of the grievance procedure.
- (b) Report to the Employer's designated representative any employee covered by this Agreement who works for less than the negotiated wage scale, or less than the overtime rate.
- (c) Report to their Business Representative alleged infractions of the Agreement which have not been resolved between the Steward and the Employer.

SECTION 5: The Employer agrees it will give the Union notification of a temporary transfer, not to exceed 30 days, of a Steward from the specific operation where they are working. The Steward may be permanently transferred from the operation where they are working, upon mutual agreement between the Employer and the Union.

ARTICLE 13

SUBCONTRACTING

SECTION 1. The Employer agrees that neither they nor any of their contractors or lower tier contractors will subcontract any work to be performed as outlined in the Preamble of this Agreement except to a person, firm, or corporation signatory to the terms and conditions of this Agreement.

SECTION 2. In keeping with the spirit and intent of this Agreement, all contractors and all subcontractors at any tier agree to schedule and hold a pre-job conference with Representatives of the Southern Nevada Building and Construction Trades Council, prior to the commencement of work at NTS, except in cases of emergency. The pre-job conference shall consist of the following:

- (a) a listing of each contractor's scope of work

- (b) the craft work assignments,
- (c) the estimated number of craft persons required to perform the work,
- (d) transportation arrangements
- (e) the estimated start and completion dates of the work,
- (f) discussion of pre-fabricated materials.

Work shall not commence for any contractor until a Letter of Assent for this Project Labor Agreement has been signed and submitted by a duly authorized representative of the subcontractor (at any tier) to the Southern Nevada Building and Construction Trades Council.

SECTION 3. There shall be no brokering of subcontracted work covered by this Agreement for the purpose of circumventing the signing of the Project Labor Agreement.

ANNOTATION: It is recognized by the Union(s) that DOE, NNSA/NV may have specialized and/or unusual equipment installed and/or serviced by individuals who have specialized training, skills, or qualifications, and are not covered by this Agreement. Testing, inspection, or service performed on plant equipment under manufactures warranty may be performed by the vendors personnel, except as outlined in Appendix A (warranty work).

ARTICLE 14

HIRING PROCEDURES AND NON-DISCRIMINATION

The hiring procedures for the signatory Union(s) to this Agreement, shall be set forth in their respective Appendix A.

The Union(s) agree that it will operate such hiring procedures in a manner which shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sex, handicap, veteran status, marital status, disability or union membership and in strict compliance with all Federal laws and the laws of the State of Nevada.

The Union(s) hereby agree to and support the implementation of the Employer's Affirmative Action Program and will assist in every way possible in the achievement of those goals and objectives within their bargaining units.

ARTICLE 15
DRUG AND ALCOHOL POLICY

It is hereby agreed between the Union(s) and the Employer that both parties will adhere to and abide by all the provisions of the Employer's current Drug and Alcohol Policy which is incorporated into this Agreement by reference. If this Policy changes during the term of this Agreement, any such changes shall be subject to bargaining and agreed to by the parties signatory to this Agreement.

ARTICLE 16
SAFETY AND HEALTH

SECTION 1: It is the responsibility of the Employer to provide a safe working environment free of recognized hazards and in compliance with State, Federal and DOE, NNSA/NV Safety and Health standards and directives. It is also the Employers responsibility to provide appropriate training to ensure that employees are aware of their responsibility to comply with the safety, health, environmental and fire prevention rules and procedures applicable to their work tasks.

SECTION 2: The Employer and Employees covered by this Agreement shall comply with all applicable State, Federal and DOE, NNSA/NV Safety and Health standards and the Employers Safety and Health policies and procedures.

SECTION 3: The Employer shall provide adequate Personal Protective Equipment (PPE), as applicable, for work covered by this Agreement. Employees are required to comply with safety codes and requirements regarding the wearing of Personal Protective Equipment (PPE), in the performance of their duties.

SECTION 4: The Employer shall provide cool, potable drinking water and sanitary disposable cups at the work location, and adequate toilet facilities which are reasonably accessible. It is the intent of this Section to provide drinking water on a daily basis, at the beginning of the shift.

SECTION 5: ON THE JOB INJURIES: When an employee covered by this Agreement is injured on the job during his/her regular straight-time shift to the extent of being unable to work for the remainder of their shift, that employee shall be paid their full straight-time shift at his/her regular rate. His/her ability to work or not work shall be determined by a qualified physician or other designated representative of the Company's medical department.

SECTION 6: WORKERS COMPENSATION: The Employer and the Southern Nevada Building and Construction Trade Unions signatory to this Agreement are encouraged to develop and implement alternative dispute resolution procedures to resolve

worker's compensation claims disputes when and where permissible and/or legal.

ARTICLE 17
EMPLOYMENT PROCESSING TIME

SECTION 1. The employer agrees to pay applicants for all time spent in employment processing, at the straight-time rate of pay, to include up to one and one-half (1-1/2) hours to defray travel expenses if directed by the Employer to the NTS, or up to five (5) hours if directed to the Tonopah Test Range, unless the applicant is not able to meet the Employer's job requirements, for the job to which they were referred, or for reasons which are the applicant's own responsibility.

SECTION 2: An applicant who is dispatched who does not meet site access requirements or does not possess the experience necessary to perform the work for the position they are applying, or who misrepresents themselves as having such experience, shall not be entitled to processing pay.

An applicant who does meet site access requirements, has the experience necessary to perform the work, who has not misrepresented themselves, and is interviewed and not offered employment shall receive two (2) hours at the straight-time rate of pay, which shall be mailed to their address of record, by the end of the week following the date of the rejection. This payment shall not include fringe benefits or payroll deductions.

SECTION 3. The employer agrees to pay all employees for all time spent in processing which is required by the employer on the termination of an employee for any reason.

SECTION 4. Employees returning to work from an approved leave without pay or inactive payroll shall be entitled to payment for processing time as required by the employer.

SECTION 5. Any processing time, including employment training, shall not be considered as time worked for the purposes of computing overtime.

SECTION 6. In administering this provision, the following guidelines shall apply:

- (a) A job applicant engaged in processing when their requisition is canceled shall be paid for actual time spent in processing.
- (b) If an applicant is rejected as a result of a medical condition which they were unaware of or did not conceal, they shall be paid for processing time.

- (c) Applicants will be processed through the Employer's office between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday.
- (d) Applicants who are directed to the NTS for employment processing, but do not meet the Employer's eligibility requirements will be paid up to one and one-half (1-1/2) hours to defray travel expenses to the NTS, or up to five (5) hours for travel to the Tonopah Test Range, for each day traveled.
- (e) No processing time will be paid to applicants who test positive for Drugs or Alcohol.
- (f) No processing time will be paid to any Employee who terminates their employment prior to completing two (2) work days.

ARTICLE 18

PHYSICAL EXAMS

SECTION 1. The Employer may have any employee subject to this Agreement, submit to a post-offer-of-employment, periodic, or termination physical examination by its medical advisors.

SECTION 2. The Employer agrees to pay an employee for time spent in a physical examination ordered by the Employer at the applicable rate of pay.

SECTION 3. Any report resulting from any examination specified above shall be made available to the employee involved upon written request by said employee.

SECTION 4. It is not the intent of the Employer to use the results of any of the above physical examinations against the employee involved unless the results show that the continuation on the job by said employee would be detrimental to the employee or hazardous to other employees.

In the event a dispute arises between the parties over the Employer's use of the results of a physical examination against an employee or applicant pursuant to the above provision, such dispute shall be subject to the Grievance and Arbitration Procedure Article of this Agreement.

SECTION 5. If within six (6) months a subsequent physical examination by the Employer discloses that the employee has remedied the disability and is capable of performing their duties, they can be employed.

SECTION 6. An employee may request a physical examination provided that such requests may not be made more often than intervals recognized by the Employer's medical staff as consistent with good medical practices.

ARTICLE 19
WAGES

SECTION 1: WAGES Wages for the classifications covered by this Agreement shall be paid in accordance with Appendix A.

SECTION 2: PAYMENT OF WAGES All employees covered by this Agreement shall be paid once a week by negotiable check on a designated weekly pay day, prior to the end of their established shift. If the designated weekly pay day falls on an observed Holiday, pay day shall be the day preceding such Holiday. In the event an employee is not paid prior to the end of their regular shift, they shall be compensated in one-half (1/2) hour increments at the straight-time hourly rate, not to exceed eight (8) hours per day in any twenty-four (24) hour period, until such payment is made.

SECTION 3: PAYMENT UPON LAY-OFF OR DISCHARGE Employees who are laid off or discharged must be paid wages due them at the time of layoff or discharge. In the event the Employer fails to pay an employee at time of layoff or discharge, they shall be paid waiting time not to exceed eight (8) hours at the straight time rate of pay, in any twenty-four (24) hour period, until such payment is made.

SECTION 4: INSUFFICIENT FUNDS Employees who receive a check which is non-negotiable because of insufficiency of funds on deposit shall be paid in cash. Employees shall be paid waiting time not to exceed eight (8) hours at the straight time rate of pay, in any twenty-four (24) hour period, until such time the cash payment is made.

SECTION 5: INCORRECT PAYMENTS Employees must bring the matter of incorrect payments to the attention of the Employer in writing utilizing Labor Relations "Pay Discrepancy Form". This form must be submitted to Labor Relations by Supervision on the same day received. Once this form is received by Supervision and relayed to Labor Relations, the Employer shall correct the incorrect payment in the pay period in which the form is received. If the correction is not made within this time period, the penalty for an incorrect check shall be a minimum of two (2) hours straight-time. If the amount of the incorrect payment is greater than two (2) hours straight-time, the penalty shall equal the amount of the incorrect payment, up to a maximum of eight (8) hours' straight-time pay for employees on a 5/8 shift or ten (10) hours straight-time pay for employees on a 4/10 shift, for each twenty-four (24) hour period in which compensation is not corrected.

SECTION 6: WAGE INCREASE/ALLOCATIONS Wage Increases, Allocations and Re-Allocations to this Labor Agreement shall be implemented and paid to employees within 45 days of receipt of written notification from the Union to the Employer, and be paid retroactive to the effective date of such increase/allocations. A penalty of one (1) hour straight-time rate of pay will be paid to employees for each day of waiting time beyond the 45 days, until such Wage Increase/Allocation payments are made.

SECTION 7: All employees will be encouraged to participate in the Employers Direct Deposit program, if applicable.

ARTICLE 20
SHIFTS AND HOURS OF WORK

The "Day Shift" shall determine the start of the workday and shall continue for a 24-hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an employee will not revert to a lower rate. This does not apply to pre-shift overtime.

SECTION 1: FIVE DAY, EIGHT HOUR SINGLE SHIFTS

- (a) Eight (8) consecutive hours, exclusive of a thirty (30) minute unpaid meal period between the hours of 7:00 a.m. and 4:30 p.m. shall constitute a single shift. There shall be no staggering of starting times for employees working on the same project, area or location.
- (b) The standard workweek shall consist of five (5) workdays, Monday through Friday.
- (c) All hours worked before and after the established work day of eight (8) hours, Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays shall be paid at the applicable overtime rate.

SECTION 2: FIVE DAY, EIGHT HOUR MULTIPLE SHIFTS

- (a) When so elected by the Employer, multiple shifts may be worked. Multiple shifts may be established on a temporary basis of a least three (3) consecutive days duration. The Union(s) shall be notified twenty-four (24) hours in advance of the starting time of such shifts.
- (b) Employees who are worked on such shifts for less than three (3) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. This shall not apply to Employees assigned to replace another swing and/or graveyard shift

employee, or an employee who is unable to continue on such shifts for some reason which is their own responsibility. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.

- (c) When the second and/or third shifts are worked, the shift shall be established on a seven (7) hour basis and receive pay for eight (8) hours at the applicable hourly rate.
- (d) The hour for which pay is provided, but which is not worked, shall be known as the Bonus Hour. It shall be paid at the straight-time or appropriate overtime rate of pay.
- (e) Overlap of any shifts shall not exceed one (1) hour.
- (f) If it is necessary to use employees from a previous shift within the same workday, the applicable overtime provisions shall apply.

SECTION 3: FOUR DAY, TEN HOUR SHIFTS

- (a) The Employer may establish a four (4) day workweek consisting of four (4) consecutive ten (10) hour days per week at an area, location or project, Monday through Thursday, or Tuesday through Friday. Both shifts shall not be worked at the same project, area or location.
- (b) The standard day shift shall be established between the hours of 6:00 a.m. and 6:00 p.m., exclusive of a thirty (30) minute unpaid meal period.
- (c) The first shift or day shift shall commence on Monday or Tuesday and the established starting time shall be at 6:00 a.m., 6:30 a.m., 7:00 a.m., or 7:30 a.m., and conclude on Thursday or Friday at the end of the established shift. There shall be no staggering of starting times for employees on the same project, area or location.
- (d) The Employer shall give the Union notification seven (7) days prior to the beginning of the four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.
- (e) Hours worked prior to the normal starting time or after the conclusion of the established quitting time shall be paid at the applicable overtime rate.

SECTION 4: NIGHT SHIFT (FOUR DAY, TEN HOUR SHIFTS)

- (a) When so elected by the Employer, night shifts may be worked. Night shifts may be established on a temporary basis of a least three (3) consecutive days duration.
- (b) Employees who are worked on such shifts for less than three (3) consecutive workdays, shall be paid the applicable overtime rate for all hours worked during that shift assignment. Employees shall be notified before the end of their regular assigned shift of any change in the starting time or changes in assigned shifts.
- (c) An employee assigned to the four (4) day, ten (10) hour night shift shall be paid a shift differential of Twelve and One-Half Percent (12-1/2%) of their straight time hourly rate.
- (d) Overlap of any shifts shall not exceed one (1) hour.

SECTION 5: ROTATING SHIFTS

- (a) When so elected by the Employer, a continuous rotating shift system may be utilized for work related to drilling operations or internal combustion power generating systems covered by this Agreement. It is not the intent of the Employer to use any of the provisions of this Section to utilize a rotating shift system for general construction work unrelated to drilling operations, or to assign an employee to a rotating shift who does not spend the majority of their time performing work related to drilling or combustion power generating systems operations.
- (b) Such work shall be performed on a continuous twenty-four (24) hour basis, seven (7) days a week, for a period of not less than thirty (30) calendar days, and provided the Union is notified twenty-four (24) hours in advance of the commencement of such shift.
- (c) It is agreed that the rotating shift system shall be operated as follows:
 - 1) Standard shift rotation shall be six (6) days work and two (2) days off for four (4) shift groups (crews).
 - 2) The standard work shift shall be eight (8) hours continuous work including meal period.
 - 3) The identity of those employees to be worked under the rotating shift system will be posted at least seven (7) days before the start of the shift showing the rotating group to which the employee is assigned, the

days to be worked by that group, and the days off assigned to that group.

- (d) If a rotating shift system is not continued for a period of thirty (30) calendar days, the employees assigned to work such rotating shifts shall be paid an additional one-half (1/2) time at the straight-time hourly rate for all hours worked on Saturday and Sunday on said rotating shift.
- (e) Employees temporarily assigned to a rotating crew shall be assigned for a minimum of one (1) rotation. Employees temporarily assigned for less than one (1) rotation will be paid in accordance with the overtime provisions of this Agreement.
- (f) The Employer shall not schedule and/or work an employee covered by this Agreement for two (2) consecutive, successive straight-time shifts even though such shifts occur on different workdays.
- (g) An employee who is scheduled to work two (2) consecutive, successive straight-time shifts on different workdays and who does work these shifts shall be paid at the applicable rate of the actual time worked during the second of those shifts.
- (h) The Union shall be notified in writing within twenty-four (24) hours of the discontinuance or reduction of an established rotating shift system. However, neither a holiday nor non-work day shall be construed as a discontinuance or break in the rotating shift.
- (i) In the event an established rotating shift system is discontinued, the employees who worked said rotating shift may be reassigned to a shift, as set forth in sections above, without any penalty to the Employer.
- (j) Employees assigned to rotating shifts while working on the swing shift shall be paid a shift differential of ten percent (10%) of their straight-time hourly rate per hours worked.
- (k) Employees assigned to rotating shifts while working on the graveyard shift shall be paid a shift differential of fifteen percent (15%) of their straight-time hourly rate per hours worked.
- (l) Prior to the implementation of a rotating shift, the Employer and the Union(s) shall mutually agree to a schedule.

SECTION 6: CO-MINGLING SHIFTS. Employees assigned to the Five-Eight (5/8) work week shall not be co-mingled with employees assigned to the Four- Ten (4/10) work week. It is not

the intent of the parties to co-mingle employees assigned to the four-day, ten hour (4/10) shift with employees assigned to the five-day, eight hour (5/8) shift.

In the event an Employer co-mingles employees working both the 5/8 and 4/10 work weeks, the employer will be subject to the conditions and payments previously established and on file with Bechtel Nevada Labor Relations.

SECTION 7. SPECIAL SHIFTS: Due to the nature of work at the NTS, the parties agree that if required by the Customer or Employer, "special shifts" other than those specified in this Article, may be established. It is recognized that certain special shifts may require modifications to provisions contained in this Article. Such shifts or modifications may only be established based on sufficient reason, and by written mutual agreement between the Employer and the Union(s) involved with the specific work or project requiring special consideration.

ARTICLE 21

REPORTING TIME AND MINIMUM PAY

I. REPORTING PAY

SECTION 1. Five-Eight Shifts An employee assigned to a single shift or multiple shift system, reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work, receive pay for two (2) hours at their straight-time hourly rate for Monday through Friday. Such pay shall be at the appropriate overtime rate for Saturday, Sunday or holidays for employees assigned to other than rotating shifts.

SECTION 2. Four-Ten Shifts An employee assigned to a four-ten shift reporting for work at their regularly scheduled starting time for whom no work is provided shall, unless notified before the end of their last work period not to report to work, receive pay for three (3) hours at their straight-time hourly rate for Monday through Thursday. Such pay shall be at the appropriate overtime rate for holidays, or the employee's scheduled day(s) off.

II. MINIMUM PAY

SECTION 3. Five-Eight Shifts An employee assigned to a single shift or multiple shift system, reporting for work at their regularly scheduled starting time, for whom work is provided, shall receive pay for not less than four (4) hours at the appropriate hourly rate, or if more than four (4) hours are worked, not less than eight (8) hours' pay at their straight-time hourly rate, except as outlined in Section 5. Such pay shall be at the appropriate overtime rate for

Saturday, Sunday, holidays, or the employee's scheduled day off other than Saturday and Sunday.

* For example: If an employee reports for work on a eight (8) hour, double-time day and works for six (6) hours, they shall receive double time for six (6) hours, and, in addition, shall receive the difference between six (6) hours and the eight (8) hour guarantee (or two [2] hours straight-time pay); a total of fourteen (14) hours straight-time pay.

SECTION 4. Four-Ten Shifts An employee assigned to a four-ten (4/10) shift (day or night), reporting for work at their regularly scheduled starting time for whom work is provided, shall receive pay for not less than five (5) hours at the appropriate hourly rate, or if more than five (5) hours are worked, not less than ten (10) hours' pay at their straight-time hourly rate, except as outlined in Section 5. Such pay shall be at the appropriate overtime rate for holidays, or the employee's scheduled day(s) off.

* For example: If an employee reports for work on a ten (10) hour, double-time day and works for six (6) hours, they shall receive double time for six (6) hours, and, in addition, shall receive the difference between six (6) hours and the ten (10) hour guarantee (or four [4] hours straight-time pay); a total of sixteen (16) hours straight-time pay.

If the Employer directs or holds an employee after their starting time, that employee will be paid in accordance with Sections 3 and 4 above.

SECTION 5. Rotating Shifts: An employee assigned to a rotating shift reporting for work at their regularly scheduled starting time shall receive pay for eight (8) hours at their straight-time hourly rate. Such pay shall be at the appropriate overtime rate for holidays, or the employees scheduled day(s) off.

SECTION 6. UNFORESEEN CIRCUMSTANCES: If work is interrupted due to circumstances beyond the control of the Employer including but not limited to inclement weather, a breakdown causing discontinuance of a major unit of the project, etc., employees who have reported for work and have begun work will be paid a minimum of four (4) hours on a Five-Eight Shift or (5) hours on a Four-Ten Shift. If work proceeds beyond these hours, employees will be paid actual hours worked.

SECTION 7: An employee who works in more than one (1) classification in a workday will be paid the rate of the highest paid classification for the entire day.

SECTION 8: FOREMAN / GENERAL FOREMAN DIFFERENTIALS: An employee who is assigned by the Employer to work temporarily as a Foreman or General Foreman shall

receive the appropriate Foreman/General Foreman differential (as identified in Appendix A) for a minimum of one-half shift. If the employee temporarily works in this capacity for more than half a shift, they shall receive the differential for the entire shift.

Examples: 1) An employee assigned to a 4/10 shift is assigned and works temporarily as a Foreman for 4 hours. They shall receive the appropriate Foreman differential for five (5) hours, (half the shift). 2) An employee on a 4/10 shift temporarily works as a Foreman for seven (7) hours. They shall receive the Foreman differential for ten (10) hours, (the entire shift).

SECTION 9: Time spent in Employer required training will be considered hours worked and shall be paid at the appropriate rate.

SECTION 10. NO PAY will be due an employee who reports for work in an unfit condition or is unable to perform said work for some other reason which is their own responsibility.

ARTICLE 22

MEAL PERIOD

SECTION 1. FOUR DAY/TEN HOUR SHIFT: For the four-ten (4/10) shift schedule, an established, uninterrupted, unpaid meal period of one-half (1/2) hour must be started and completed during the sixth (6th) hour after the regular starting time of each shift.

In the event the meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the appropriate overtime rate.

SECTION 2. FIVE DAY/EIGHT HOUR SHIFT: For the five-eight (5/8) shift schedule an established uninterrupted, unpaid meal period of one-half (1/2) hour must be started and completed during the fifth (5th) hour after the regular starting time of each shift.

In the event the meal period is not provided within the time frame set forth above, one-half (1/2) hour shall be paid at the appropriate overtime rate.

SECTION 3. If an employee is required to work more than two (2) hours of pre-shift or post-shift overtime, they shall receive a paid meal period of one-half (1/2) hour in addition to the overtime hours worked.

If the employee continues to work post-shift overtime, they shall be entitled to an additional one-half (1/2) hour paid meal period each four and one-half (4-1/2) hours thereafter.

SECTION 4. When project conditions dictate a change in the established meal period, as outlined in Section 1 and 2 above, a

change in the uninterrupted meal period may be initiated. The one-half (1/2) hour meal period may be moved, but must start and be completed within the one (1) hour window.

The Union(s) and Employer agree that when job conditions dictate, the one (1) hour meal period window identified in Sections 1 and 2 may be increased, or the overlap of meal periods may be scheduled, by mutual agreement of the affected craft Union representatives, prior to such schedule commencing. The request for such changes and any mutual agreements shall be made in writing.

SECTION 5. The Employer will make food available for employees who are required to work for extended periods of unscheduled overtime.

SECTION 6: GIFTED MEAL PERIODS Gifted meal periods for employees assigned to any work shift shall be paid at the applicable overtime rate.

INTENT: The intent of this Article is for the Employer to establish a meal period, within the time periods stated in Sections 1 and 2, which will be the normal meal period for a crew. It is the intent of this Article to allow employees to have an uninterrupted 1/2 hr. meal period. The Employer will notify employees of a change in the meal period as early in the day as possible.

It is NOT the intent of this article to prevent employees from having a meal period by working them straight through and paying them for not having a meal period. It is NOT the intent for the Employer to obtain ten and one half (10-1/2) hours work coverage for ten (10) hours pay, or in the case of an eight hour shift, it is NOT the intent for the Employer to obtain eight and one half (8-1/2) hours work coverage for eight (8) hours pay. Should circumstances require an employee not to have a meal period, then employees shall be allowed to take a break which enables them to have something to eat, in accordance with the Craft Employee Work Rules.

Any concerns over the interpretations pertaining to the intent of this Article shall be referred to the Interpretations Committee, as outlined in this Agreement.

ARTICLE 23

REPORTING POINTS AND TRANSPORTATION

SECTION 1. All employees will report to their jobsite on their own time throughout the Nevada Test Site. The Employer shall ensure that Reporting Points have adequate sanitation facilities and communication services available.

SECTION 2. The practices regarding transportation being furnished by the Employer from campsite to jobsite (current or future) on the Nevada Test Site to employees covered by this Agreement shall be continued.

SECTION 3. The Employer will provide transportation to the Nevada Test Site from the Greater Las Vegas and Pahrump areas and return. The fares and services will be the same as enjoyed by other portions of the Company, that is Two Dollars (\$2.00) each way traveled by the employee, for the first three (3) years of this Agreement. If at the end of three (3) years the fares increase, the Employer and the Union(s) agree that such increase will be the subject of the economic reopener scheduled at the end of three (3) years, which shall not be subject to the terms and conditions of the No Strikes or Lockouts and Grievance and Arbitration Articles of this Agreement.

SECTION 4. In the event that employees are required to work overtime and those employees are unable to utilize their normal source of transportation, the Employer shall provide transportation to the employees' normal transporting point.

SECTION 5. If an employee has to wait in excess of thirty (30) minutes for transportation pursuant to Section 4, that employee will be placed in pay status from the end of the work period until the transportation is provided.

SECTION 6. In the event an employee is late for work due to delay or failure of Employer provided transportation, the employee will be paid beginning at his/her regular starting time. If an Employee is unable to report to work due to the above, the employee shall be paid applicable show-up time provided he/she has made reasonable attempts to secure transportation from the Employer.

SECTION 7. In the event there is any work beyond the present boundaries of the Nevada Test Site the Employer agrees to hold a pre-job conference with the Union or Unions involved, to discuss transportation.

SECTION 8. Employees shall start and complete their shift at their original reporting point. If the employer causes the employee to complete their shift at a point further away from their original reporting point, they will be compensated at the applicable rate of pay until returned to the original reporting point. It is not the intent of this section to return an employee to their original reporting point if they are closer to their residence at the end of their shift.

SECTION 9. A change in an employee's assigned reporting point may be made before the end of his/her last work period. If an employee's reporting point is changed during his/her workweek from the NTS to the Tonopah Test Range or vice versa, the employee shall be permitted to transfer during their workday or

shall be paid one (1) day Tonopah Test Range subsistence and actual required travel time, not to exceed four (4) hours. If an employee's reporting point is changed during his/her workweek from Las Vegas to the Tonopah Test Range or vice versa, the employee will be paid five (5) hours' travel time, if not permitted to transfer during his/her workday.

ARTICLE 24

SUBSISTENCE

SECTION 1. A subsistence allowance of Fifteen Dollars (\$15.00) will be paid for days worked to those employees whose jobsite is located on the NTS. This subsistence allowance shall also be paid to such employees who are ordered to and do report to such jobsites, and for whom no work is provided.

SECTION 2. Employees who perform work on any day at the Tonopah Test Range shall receive a travel allowance of two dollars (\$2.00) per day.

SECTION 3. No subsistence allowance will be paid to employees whose jobsite is in Las Vegas and vicinity.

SECTION 4. Only one (1) subsistence allowance will be paid for any workday or extension thereof, not to exceed twenty-four (24) hours. However, employees who have left the job at the end of their regular shift and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid one (1) additional day's subsistence.

SECTION 5. If during the term of this Agreement the subsistence rates for personnel permanently assigned to the NTS, who are employed by the Government, scientific laboratories or the Employer should be raised above the rate set forth in Section 1, an identical increase will be given to the employees covered by this Agreement at that time.

ARTICLE 25

ALLOWANCES WHILE TRAVELING

SECTION 1. Employees will be paid at their applicable rates for the hours specified while on Company-directed travel for training or special assignments:

- (a) If employees are in work status and travel status on the same day, and if both the hours worked and traveled are equal or exceed their basic workday, employees will be paid for both hours worked and traveled.

- (b) If employees are in work status and travel status on the same day, and if both the hours worked and traveled do not equal or exceed their basic workday, employees will be paid for their basic workday.
- (c) If employees are on travel status only on one of their regularly scheduled workdays, they will be paid for a basic workday.
- (d) If employees are on travel status on a day which is not one of their regularly scheduled workdays, they will be paid only for actual hours of travel not to exceed their basic workday.

SECTION 2: When on company-directed travel or on special assignments, employees covered by this agreement will not be required to prepay air travel, rental cars, or hotel lodging expenses. Should an employee prepay such expenses, the employee will be reimbursed in accordance with Company policy.

ARTICLE 26

HOLIDAYS

The following days are recognized as holidays for employees herein classified:

New Year's Day	Labor Day
Martin Luther King	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

If any of the above holidays should fall on Saturday, the holiday shall be observed on the preceding workday. If the holiday falls on a Friday that is a rest day on a 4/10 shift, then the holiday will be observed on the preceding Thursday.

If any of the above holidays should fall on Sunday, the Monday following shall be observed as the legal holiday. If the holiday falls on a Monday that is a rest day on a Tuesday through Friday 4/10 shift, then the holiday will be observed on the following Tuesday.

No work shall be required on Labor Day, except in case of extreme emergency.

A Holiday shall be a twenty-four (24) hour period commencing at the beginning of the day shift on the day observed as the Holiday in accordance with the Shifts and Hours of Work Article of this Agreement. Work on such days shall be paid for at the holiday rate of pay.

ARTICLE 27
OVERTIME

Overtime is defined as all hours worked outside of an employees established shift.

SECTION 1: TIME AND ONE-HALF OVERTIME RATE

Overtime shall be paid at the rate of one and one-half (1-1/2) times the straight-time hourly rate for the following:

- 1) FIVE DAY, EIGHT HOUR SHIFT:
 - a) The first two (2) hours worked in excess of the established shift.
 - b) The first ten (10) hours worked on Saturday.
- 2) FOUR DAY, TEN HOUR SHIFT (Monday through Thursday):
 - a) The first one (1) hour worked in excess of the established shift.
 - b) The first eleven (11) hours worked on Friday or Saturday.
- 3) FOUR DAY, TEN HOUR SHIFT (Tuesday through Friday):
 - a) The first one (1) hour worked in excess of the established shift.
 - b) The first eleven (11) hours worked on Saturday.

SECTION 2: DOUBLE TIME OVERTIME RATE - Overtime shall be paid at the rate of double (two-times - 2x) the straight-time hourly rate for the following:

- 1) FIVE DAY, EIGHT HOUR SHIFT:
 - a) All hours worked in excess of ten (10) hours Monday through Saturday.
 - b) All hours worked on Sundays.
 - c) All hours worked on Holidays.
 - d) All hours worked through an established meal period.
- 2) FOUR DAY, TEN HOUR SHIFT (Monday through Thursday):
 - a) All hours worked in excess of eleven (11) hours Monday through Saturday.
 - b) All hours worked on Sundays.
 - c) All hours worked on Holidays.
 - d) All hours worked through an established meal period.

3) **FOUR DAY, TEN HOUR SHIFT** (Tuesday through Friday):

- a) All hours worked in excess of eleven (11) hours Tuesday through Saturday.
- b) All hours worked on Sundays.
- c) All hours worked on Mondays.
- d) All hours worked on Holidays.
- e) All hours worked through an established meal period.

SECTION 3: All overtime shall be paid in one half (1/2) hour increments. There shall be no pyramiding of overtime.

SECTION 4: REST PERIODS In the event an Employee does not receive an eight (8) hour break between work periods, the employee shall remain in overtime status until he/she receives an eight (8) hour break.

SECTION 5: PRE-SHIFT OVERTIME: Employees required to work more than seven (7) hours of pre-shift overtime shall remain on the applicable overtime rate during their regularly scheduled shift.

SECTION 6: CALL-OUT PAY

- (a) A call-out prior to and continuous with the employee's normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.
- (b) Employees which have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees assigned to an eight (8) hour shift, or five (5) hours pay at the applicable overtime rate for employees assigned to the ten (10) hour shift, plus one (1) days subsistence. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an employee by a call-out.
- (c) If an Employee is contacted in their off-duty hours by an authorized representative of the employer, and asked for technical advice, or to assemble a crew, the employee will be entitled to a minimum of two (2) hours' pay at the straight time rate of pay.

ARTICLE 28

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

SECTION 1: When making work assignments, the Employer shall assign the work based on established practices at the Nevada

Test Site, economy, efficiency, safety and the qualifications of the trade assigned to perform the work.

SECTION 2: If a dispute arises as to a specific work assignment, the dispute will be referred to the Work Assignment Dispute Resolution Process (WADRP) outlined in Section 3. Work assignment disputes are not subject to the Grievance and Arbitration Procedure of this Agreement.

SECTION 3: WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS (WADRP): RULES AND REGULATIONS FOR THE WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS AND FORUM FOR RESOLVING JURISDICTIONAL DISPUTES AT THE NEVADA TEST SITE (NTS) AND OTHER FACILITIES DEEMED APPROPRIATE WITHIN THE DOE, NNSA/NV SYSTEM.

This process shall apply to:

- A. Bechtel Nevada and Bechtel-SAIC, who employ members of the Building Trades Local Unions, signatory to the Southern Nevada Labor Alliance, who perform work covered by the NTS Project Labor Agreements, who are signatory to this Agreement establishing the WADRP.
- B. All subcontractors, at any tier, hereinafter referred to as Contractor, who are awarded contracts by Bechtel Nevada or Bechtel-SAIC to perform work covered by the NTS Project Labor Agreements, shall be bound by the terms of this Agreement by their acceptance of their contract.
- C. All Building Trades Local Unions signatory to the Southern Nevada Labor Alliance and other signatory unions who perform work covered by the NTS Project Labor Agreements who are signatory to this Agreement establishing the WADRP.

The type of Jurisdictional Work Disputes to be covered by the Dispute Resolution Process shall be:

- 1. Work in Progress
- 2. Work disputed at a Pre-job Conference

SECTION 4: RESPONSIBILITIES OF THE PARTIES

- A. The contractor who has responsibility for performance and installation shall make a specific assignment of work which is included in their contract in accordance with the NTS Project Labor Agreement.
- B. Prior to the start of any new work, the contractor shall schedule and conduct a Pre-Job conference with the entire Building Trades Local Union Representatives wherein the contractor will explain their entire scope of

work and will make specific jurisdictional assignments of the work.

- C. It shall be the contractors responsibility to schedule their Pre-Job conference by contacting Bechtel Nevada Labor Relations.

The contractor shall provide a minimum of one weeks notice to the Building Trades council when scheduling a Pre-job conference. The contractor shall allow enough time between the Pre- job conference and the start of work to resolve disputes between the crafts.

- D. When the contractor has made a jurisdictional assignment of work the contractor shall continue the assignment without alteration unless other wise directed by the WADRP Forum.
- E. There shall be no strikes, work stoppages or picketing arising out of a jurisdictional dispute.
- F. In addition to the above responsibilities, a work assignment responsibilities matrix is attached and shall become a part of the Agreement.
- G. The criteria to be used by the WADRP Forum in making assignments of work are listed in Section 7.

SECTION 5:

WORK ASSIGNMENT DISPUTE RESOLUTION PROCESS

- A. The dispute resolution process shall be the same for all jurisdictional disputes subject to this Agreement however the time limits for resolving these dispute shall be as follows:

- B. WORK IN PROGRESS TIME LIMITS AND PROCESS

The time limits for work in progress jurisdictional disputes shall be as follows:

Day 1: Craft Shop Stewards/ Project Superintendent/ Labor Relations/ Foreman / General Form shall meet on site to discuss/ resolve the jurisdictional dispute.

Day 2 & 3: If the jurisdictional is not resolved on Day 1 the Unions involved in the dispute shall submit written information regarding the dispute to Labor Relations.

Day 4 & 5: Labor Relations schedules formal meeting with the WADRP Forum on Day 4: The Unions involved submit relevant backup information to Labor Relations substantiating their claim to the work.

Day 6 to 9: Dispute Resolution Forum convenes to review evidence and issue a decision on the work assignment.

C. WORK DISPUTED AT PRE - JOB CONFERENCE TIME LIMITS AND PROCESS

The time limits for work disputed at a pre-job conference shall be as follows:

Day 1: Business Agents/ Business Managers/ Craft Shop Stewards (if applicable)/ Project Superintendents/ Labor Relations/ shall meet to discuss/ resolve the jurisdictional dispute.

Day 2 to 5: If the jurisdictional dispute is not resolved on Day 1 the Unions involved shall submit written information regarding the dispute to Labor Relations.

Day 6 to 9: Labor Relations schedules Formal meeting with the WADRP forum on Day 6. The Union involved in the dispute shall submit relevant backup information to Labor Relations substantiating their claim to the work.

Day 10 & 11: Dispute Resolution Forum convenes to review evidence and issue a decision on the work assignment.

The time limits on both processes may be extended by mutual consent of the parties.

SECTION 6:
WORK ASSIGNMENT DISPUTE RESOLUTION FORUM

The work assignment Dispute Resolution Forum shall be as follows:

- A. The Dispute Resolution Forum will be comprised of three (3) disinterested (not involved in the dispute) Union Representatives, from crafts signatory to the Alliance, with an alternate in the event one of the first three cannot attend the hearing. A forum member who can not attend must give 24 hours notice.
- B. The forum will be selected by lot with the last craft drawn designated as the alternate.
- C. Labor Relations and the B&CTC Representative will oversee the lot selection.
- D. Either the president or Secretary/Treasurer of the B&CTC will serve as a Non-voting advisor to the forum.
- E. Once the Forum is selected members will function until a decision is rendered.
- F. The forum will select a chairperson who will be responsible for compiling the written decision and the rationale for same.
- G. The interested parties (unions in dispute and Labor Relations) will present evidence in writing and verbally present their position to the Forum.
- H. Once the information is presented the forum will deliberate in a private and confidential session . The forum will vote, by secret ballot, on the work in question to determine the work assignment Majority vote represents the decision of the forum.
- I. When the decision is reached, the Forum Chairperson will share the decision and rationale in writing within twenty-four (24) hours.
- J. All members of the forum will support the majority decision.
- K. The decision of the Forum is final.
- L. The Dispute Resolution Process will be administered by Labor Relations who will promulgate the Forum's decision.
- M. If the matter is not resolved at the Forum level, the issue shall be referred to the respective General Presidents of the International Unions for attempted resolution. If agreement is reached, the Employer will be advised, in writing, of the resolution.

SECTION 7:
CRITERIA TO BE USED BY THE WADRP FORUM FOR THE
RESOLUTION OF WORK ASSIGNMENT DISPUTES

The criteria to be used by the WADRP Forum for the resolution of work assignment disputes shall be as follows: (Note: Raytheon intercraft and individual intracraft letters may be used as criteria.) Primary consideration and the highest possible weight will be given to item A.

- A. Written jurisdictional work assignments by REEC Co contained in 10 volumes.

Secondary consideration and lower weight will be given to items B and C.

- B. International Jurisdictional Agreements between the crafts; Local Jurisdictional Agreements between the crafts; Jurisdictional Memorandums between the crafts; Green book decisions.
- C. Joint Board Decisions/ Joint Arbitration Board Decisions if relevant and geographically limited to West of the Rocky Mountains and are consistent with the type of work being disputed.

Consideration for items D, E, F and G shall be lower than items B and C and shall be based on credibility, relevancy and validity.

- D. Letters of assignment from other contractors; Previous assignments off site (Multi Crafts).
- E. Side Letters from REEC Co given to the individual craft.
- F. Experience and Recollection of People involved in the dispute.
- G. Craft's own definition of their work.

Consideration for item H shall be weighted as indicated below.

- H. Economy and Efficiency

Economy, efficiency, and safety will always be a consideration when making work assignments and/or when weighing jurisdictional disputes criteria. However, when the WADRP Forum is considering economy and efficiency as criteria it may be weighted differently, depending on the circumstances. See guidelines contained in Section 8.

SECTION 8:
GUIDELINES FOR USE OF ECONOMY & EFFICIENCY

- A. Economy and efficiency are of primary concern and are essential criteria in insuring a sustainable future for the NTS.
- B. There may be work assignments on a case-by-case situation wherein it is more economical or efficient to assign small portions of unforeseen, incidental work which is minor and insignificant to a craft already performing work in the area rather than stopping one craft from working to allow another craft to perform the incidental work which has historically belonged to them.
- C. At the request of management, the WADRP Forum may consider the use of economy and efficiency as a determinant in their decision if the following conditions are met:
 - 1. The craft Union whose work is affected has been appropriately advised by management, and concurs with the decision.
 - 2. The work in question is incidental to a larger work operation.
 - 3. Management is not flagrant in their selection of the work to be considered.
 - 4. Trust and goodwill between the parties is not abused.
 - 5. Appropriate pre-planning of the work, on the part of management, has been done.
 - 6. The situation occurs infrequently.
 - 7. The need to consider economy and efficiency is documented as to why and who was contacted.
 - 8. The consideration is done on a case by case basis.
 - 9. The assignment of incidental work to another craft does not set a precedent for future work assignments.

WORK ASSIGNMENT RESPONSIBILITY MATRIX							
ENTITY:	S U P E R I N T E N D E N T S	L A B O R R E L A T I O N S	G E N E R A L F O R E M A N	E N G I N E E R	B U S I N E S S R E P	S H O P S T E W A R D	F O R E M A N
ALL PHASES OF PROJECT							
Coordinate with Labor Relations	X		X	X	X	X	
Disclosure of Pertinent Information Re: Jurisdiction	X	X	X	X	X	X	
Coordinate with Engineers (M&O Only)	X						X
Pinpoint, Define, and Research Problems/Issues Re: Work in Dispute	X	X			X	X	
Other Proposed Work Assignments when Efficiency and Economy are Necessitated	X	X			X	X ¹	
PRE-JOB PLANNING							
Understand Full Scope of Project	X		X	X			
Understand Jurisdiction	X		X				
Make Preliminary/Tentative Work Assignments	X	X	X				
Provide Information for Pre-Job Conference	X	X		X			
Initial Proposed Work Assignments when Efficiency and Economy are Necessitated		X					
PRE-JOB CONFERENCE							
Determine Project Parameters in Terms of Work to be Accomplished		X					
Develop and Document Work Assignments	X	X					
Present and Confirm Work Assignments - Pre-Job Conference Attendees		X			X		
Disputes and Resolution	X	X			X	X	
Define Problem/Issue Re: Work in Dispute		X			X		
Confirm and Communicate Final Work Assignments	X	X	X		X	X	
Attend Pre-Job Conference	X	X			X	X ¹	
Communicate Work Assignments to Craft on Project		X			X	X	
Proposed Work Assignments When Efficiency and Economy are Necessitated		X			X	X	
EXECUTION OF THE WORK IN PROGRESS							
Make On-The-Job Work Assignments ²	X	X				X ³	
Monitor On-The-Job Work Assignments ²	X	X	X			X	
Objections to the On-The-Job Work Assignments ²		X			X	X	
Resolutions of On-The-Job Work Assignments ²	X	X			X		
Coordination of Workforce to Ensure Proper Crafts Perform Their Assigned Work	X						
Open and Complete Communication of Emergency and Expedient Work Assignments	X	X					

¹ At the discretion of the Business Representative

² Previously unassigned Work

³ Information Resource Only

ARTICLE 29
GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. A grievance shall be defined as a dispute regarding the interpretation and/or application of the provisions of this Agreement, filed by an authorized Union Representative on behalf of the Union or an employee covered by this Agreement, alleging a violation of the terms and provisions of this Agreement. However, disputes specifically excluded in other Articles of this Agreement from the Grievance and Arbitration procedure shall not be construed as within the definition set forth above.

NOTE: It is the intent of the parties to resolve grievances at the earliest step of this grievance procedure and to utilize the Labor-Management Board of Adjustment whenever possible to minimize the need and expense of arbitration.

SECTION 2. All grievances shall be handled in the following manner;

Step 1) All grievances must be filed within fourteen (14) calendar days after the grievance first arises. Grievances shall be referred to the appropriate Business Manager or his/her authorized representative and to the Employer's representative and the responsible Labor Relations Representative. If the grievance is not resolved with the supervisor within seven (7) calendar days, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has allegedly been violated, the facts surrounding the issue and the remedy sought and referred to Step 2 of the grievance procedure.

Step 2) The written grievance must be submitted within seven (7) calendar days after the conclusion of Step 1. The grievance shall be referred for resolution by the appropriate Business Manager or his/her authorized representative to the Employer's Labor Relations Director. A written response stating either the resolution and the reason(s) for same or the reason(s) for rejection which will be required within seven (7) calendar days after receipt of the grievance in Step 2.

If a resolution is not reached in Step 2, the Grievance may, by mutual agreement between the Union and the employer, be submitted to Step 3 within seven (7) calendar days after receipt of the written response from Step 2. Otherwise the grievance shall be advanced to Step 4.

Step 3) A Labor-Management Board of Adjustment shall be established, consisting of two (2) representatives of

and selected by the involved Union and two (2) representatives of and selected by the Employer and a mutually agreed to fifth voting member.

It shall be the responsibility of the Labor-Management Board of Adjustment to resolve grievances in a consistent, fair and equitable manner as expeditiously as possible within the prescribed time limits. The decision of the majority of the Labor-Management Board of Adjustment shall be final and binding upon the parties involved. Such decision shall be within the scope and terms of this Agreement, but shall not amend, modify or alter such scope and terms. A decision shall be rendered in writing within fourteen (14) calendar days from the time of submission to The Labor-Management Board of Adjustment.

- a) The Labor-Management Board of Adjustment shall not have authority to render a decision involving a jurisdictional dispute.

Step 4) If a grievance is not resolved at the conclusion of Step 2 or Step 3, the Union may request arbitration within twenty-one (21) calendar days by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within seven (7) calendar days after receipt of the notice to arbitrate, the Union will request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished by the Union and the Employer striking one (1) name each from the list, in turn, until only one (1) name remains. This remaining individual shall be the Arbitrator of the grievance.

- a) The Arbitrators decision shall be submitted in writing and shall be final and binding on all the parties to this Agreement. Nothing contained in this Agreement or any part thereof shall affect or apply to the Union in any action it may take against the Employer for failure to comply with any legally enforceable decision reached through arbitration.

The arbitrator shall not have any authority to modify, amend, alter, add to or subtract from any provisions of this Agreement.

- b) Upon availability of the FMCS Expedited Arbitration Procedure, the parties may agree to utilize, with mutual consent, the Expedited Arbitration process, on a case by case basis.

- c) The expense of arbitration, including the cost of the arbitrator, and all necessary expenses for the hearing of the case, shall be borne equally by the Employer and Union or Unions involved.

SECTION 3: A grievance shall be considered null and void if not filed by the Union in accordance with the time limitations set forth above, unless the parties involved mutually agree, in writing, to extend the prescribed time limitations. Except for the above referenced, mutually agreed to extension of time limitations, the arbitrator shall not have the authority to excuse a failure of the either party to comply with the time limitations set forth above regardless of the reason given for such failure.

ARTICLE 30

INTERPRETATIONS COMMITTEE

It is agreed and understood between Bechtel Nevada Corporation (BNC) and the signatory Unions to this Agreement, that an Interpretations Committee shall be established as an integral part of this Agreement.

The Interpretations Committee shall be a cooperative Labor-Management Committee composed of representatives or designees appointed by BNC and representatives or designees appointed by the Unions signatory to this Agreement. The Unions signatory to this Agreement and BNC shall each designate a co-chairperson for the committee.

Whenever possible, the representatives appointed to this committee must have participated in negotiating the Project Labor Agreement.

The responsibility of the Interpretations Committee shall be to address and document the meaning, intent and purpose of the Project Labor Agreement "boilerplate" contract language contained herein in a fair and consistent manner.

In the event a dispute arises over the meaning, intent or purpose of the "boilerplate" contract language, any party signatory to this Agreement may request an interpretation be rendered by this committee. The rules and procedures governing the Interpretations Committee shall be established by the committee representatives and once established, shall become a part of this Agreement, by this reference.

In the event the meaning, intent or purpose of any language contained in the individual Union(s) Appendix "A" is questioned and a clarification is required, the parties involved in the negotiations of the Appendix Articles shall meet and issue, in writing, an

interpretation regarding the meaning, intent and purpose of the language.

ARTICLE 31
TERM OF AGREEMENT

SECTION 1. This Agreement shall be effective as approved by the signatory Unions hereto at 12:01 a.m. October 1, 2002 and remain in full force and effect from year to year thereafter, until midnight, September 30, 2007.

SECTION 2. Either the Union(s) or the Employer signatory hereto desiring to change or terminate this Agreement must notify the other parties at least sixty (60) days, but not more than ninety (90) days prior to the expiration date of this Agreement.

If notification is given by either party in accordance with this paragraph, and the parties have been unable to reach agreement on provisions of a new Agreement prior to the expiration date, the Agreement shall continue binding on a day to day basis until a new Agreement is established. Either party may treat this collective bargaining Agreement as canceled after the expiration date by giving written notice of such intent to the other party.

SECTION 3. This Agreement shall not be amended or supplemented except by mutual consent of the parties hereto, reduced to writing and duly signed by each.

Project Labor Agreement for Construction
**International Association of Heat and Frost Insulators
and Asbestos Workers,**
Local Union No. 135

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications
Journeyman Mechanic

- B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit / Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE**: The Employer shall contribute to the Heat and Frost Insulators and Asbestos Workers Health and Welfare Fund of Local Union No. 135 for all hours worked by employees covered by this Agreement.
2. **VACATION SAVINGS PLAN**: The Employer shall deduct for all hours worked by employees covered by this Agreement and contribute that amount to the Heat and Frost Insulators and Asbestos Workers Vacation Savings Plan.
3. **PENSION TRUST FUND/OCCUPATIONAL HEALTH PROGRAM**: The Employer shall contribute to the Western States Asbestos Pension Trust Fund for all hours worked by employees covered by this Agreement.
4. **APPRENTICESHIP TRUST FUND**: The Employer shall contribute for all hours worked by employees covered by this Agreement to the Apprenticeship and Training Trust Fund as established between the International Association of Heat and Frost Insulators and Asbestos Workers, Local Union 135, and the Southern Nevada Chapter, Western Insulation Contractors Association.

D. PREMIUMS

1. **ASBESTOS ABATEMENT** Employees engaged in asbestos abatement work and required by the Employer to wear both full protective clothing (coveralls, shoe covers, gloves, cap, etc.) and a full face respirator, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

Employees covered by this Agreement shall receive a yearly physical examination, to include an asbestos screening, to be read by a certified "B" Reader. The cost of the examination shall be paid for by the Employer. The Employer has the sole right to conduct the physical or select another provider.

2. **UNDERGROUND PREMIUM** Employees required to perform work underground in tunnels or shafts, shall receive Fifty Cents (\$.50) per hour above their straight-time rate of pay, for actual hours spend working underground.

E. FOREMEN/GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL:** The Foreman and General Foreman shall be paid Ten Percent (10%) and Twenty Percent (20%) per hour, respectively, above the Journeyman Mechanic's rate of pay.
2. **FOREMAN ASSIGNMENTS:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

F. APPRENTICE

Wage rates for Apprentices shall be the percentages, as set forth below, of the Journeyman Mechanic's rate:

First Year	50%
Second Year	60%
Third Year	70%
Fourth Year	80%

- G. **TRANSPORTATION:** Employees covered by this Agreement shall not be required to furnish either an automobile or other mode of transportation during working hours for the purpose of transporting men, tools, equipment or materials from job site to job site.

H. REIMBURSEMENT OF EXPENSES:

1. For expenses incurred by an employee, as indicated below, the employee shall be reimbursed as follows:
 - a. Thirty Dollars (\$30.00) for travel for the first day of employment.
 - b. Thirty Dollars (\$30.00) for travel for the last day of employment.
2. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
 - a. Fifty Dollars (\$50.00) for travel for the first day of employment.
 - b. Fifty Dollars (\$50.00) for travel for the last day of employment.
3. Employees who are required to transfer from NTS to TTR or TTR to NTS time shall receive travel reimbursement of \$50.00 for the first day of the job as long as such travel was done on their own time.
4. The reimbursement of expenses provided for in this Article shall not be due or paid to any employee who shall quit their employment, before the completion of three (3) days work, or discharge for cause.

- I. SAFETY REQUIREMENTS:** The Employer shall provide a safe, protected space for changing clothes and storage of tools.

J. HIRING/REFERRAL PROCEDURE

1. The Union shall establish and maintain open and nondiscriminatory employment lists for employment of workmen in the work and area jurisdiction of the Union. As used herein, the term "open and nondiscriminatory" employment lists means that the selection by the Union of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by, union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies or requirements, or by sex, race, creed, color, national origin, age, veteran status or handicap of the applicant.

The Employer shall first call upon the Union for such men as it may from time to time need and the Union shall immediately use their best efforts to furnish to the Employer the required number of qualified and competent workmen and skilled mechanics of the classification needed by the Employer.

The Union will furnish each such required competent workman or skilled mechanics entered on its lists to the Employer by use of a written referral and will furnish such workmen or skilled mechanics from the Union's listings in the following manner:

- a. The specifically named workmen who have recently been laid off or terminated in the Union's work and area jurisdiction by the Employer desiring to reemploy the same workmen in the same area provided they are available for employment.
- b. Workmen whose names are entered on the list of the Union having work and area jurisdiction and who are available for employment.

That reasonable advance notice (but not less than twenty-four [24] hours) will be given by the Employer to the Union upon ordering such workmen or mechanics; and in the event that forty-eight (48) hours after such notice the Union shall not furnish workmen, the Employer may procure workmen from any other source or sources. If men are so employed, the Employer will immediately report to the Union each such workman by name.

2. All applicants for employment may be required to furnish the Employer satisfactory written evidence of their qualifications. The Employer retains the right to reject any job applicant referred by the Union. The Employer shall in no way discriminate against persons because of Union membership or activities.
3. All of the parties signatory hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such matters and will, in so acting, not be subject to the control of any of the other parties.

Project Labor Agreement for Construction
**International Brotherhood of Boilermakers, Iron Ship Builders,
Blacksmiths Forgers and Helpers**
Local Union No. 92

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:
Boilermaker/Blacksmith

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit / Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE PLAN:** The Employer shall contribute per hour for each hour worked by or paid to employees covered by this Agreement to the Boilermakers National Health and Welfare Fund.
2. **VACATIONS:** The Employer shall contribute per hour for all straight-time hours worked by employees covered by this Agreement to the Western States Construction Boilermaker Vacation Trust.
3. **PENSION PLAN:** The Employer shall contribute per hour for all hours worked by all employees covered by this Agreement to the Boilermakers Blacksmith National Pension Trust.
4. **ANNUITY TRUST FUND:** The Employer shall contribute per hour for all straight time hours worked and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement to the Boilermaker National Annuity Trust. (Note for annuity trust: On new construction work no contributions shall be required on behalf of hours worked by employees working as Group C or Group D Boilermakers in accordance with the dispatch procedure).
5. **AREA APPRENTICESHIP FUND:** The Employer shall contribute per hour for all hours worked by employees covered by this Agreement to the Western States Area Apprenticeship Fund.
6. **BOILERMAKERS TRAINING AND EDUCATION FUND:** It is agreed that contributions will be paid to the Western States Boilermakers Training Education Trust as outlined for all hours worked for the Employer by all employees who are covered by this Agreement.

The Employer agrees to and shall be bound by the Trust Agreement creating the Western States Boilermakers Training and Education Trust and all amendments now or hereafter approved by the Board of Trustees, said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed hereto.

Project Agreements negotiated by the International Union shall supersede this Agreement to the extent of any modifications or changes specifically set forth therein.

The Business Manager of the Local Lodge may modify articles of this Agreement on a specific job when, in his judgment, it is in the craft's best interest to do so. Any such agreement shall apply only to that job or project and

will automatically terminate at the conclusion of the work. All changes will be reduced to writing, signed by the parties with copies to the Chairmen on the Employers and Union Negotiating Committees before the work commences.

D. APPRENTICES

1. Apprentices shall be paid the following percentages for the classification of work in which they are engaged:

First six (6) months	60%
Second six (6) months	65%
Third six (6) months	70%
Fourth six (6) months	75%
Fifth six (6) months	80%
Sixth six (6) months	85%
Seventh six (6) months	90%
Eighth six (6) months	95%

2. The Employer and Union agree to adhere to the Boilermakers Western States Area Apprenticeship standards.
 - a. One (1) apprentice to be employed on each job of five (5) to ten (10) journeymen unless mutually agreed by the Employer and the Union.
 - b. On larger jobs the ratio shall be one (1) apprentice to five (5) journeymen.

E. ASSISTANT FOREMAN, FOREMAN AND GENERAL FOREMAN

1. **ASSISTANT FOREMAN:** A layout person requested by the Employer who performs such work shall be considered a premium man and receive the Assistant Foreman's rate while performing such work. The rate of pay for an Assistant Foreman shall be One Dollar (\$1.00) per hour more than a Journeyman Boilermaker/Blacksmith.
2. **FOREMAN DIFFERENTIAL:** An employee designated by the Employer as Foreman shall be paid at a rate of Two Dollars (\$2.00) per hour more than the regular hourly rate of the Journeyman Boilermaker/Blacksmith. The rate of pay for General Foreman is negotiable between the Employer and the individual.
3. **FOREMAN ASSIGNMENTS:** Whenever there are more than two (2) journeymen employed, one must be

designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, an additional Foreman shall be designated. The need for an additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one of the Foreman shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

F. UNION FIELD DUES

The Employer will deduct from the wage of each employee the current union field dues as certified by the Union when authorized by the employee as herein provided.

Deductions shall be made only where there is in effect in the possession of the Employer a voluntary written assignment executed by the employee on a standard form furnished by the Union and the deduction shall be remitted to the Financial Secretary of the Lodge (Union) where the work is being performed at the same time trust contributions are required to be submitted.

The Employer shall forward to the office of the local Union, monthly a report of all hours worked by each employee covered by this Agreement and deductions made.

G. CAMPAIGN ASSISTANCE FUND (CAF)

Upon receiving a signed CAF deduction form from and employee, the Employer shall deduct from the employee's pay, five (\$.05) cents per hour worked for the Boilermakers CAF. The form for this deduction shall be furnished by the Union. Once each month the employer shall forward a check for the amount withheld to the Office of the International Secretary-Treasurer, made out to the Campaign Assistance Fund. The

local Union shall be provided with a print out of the deductions taken.

H. TRAVEL EXPENSES, MILEAGE AND TRAVEL TIME

When a job site is over One Hundred and Twenty (120) miles from the dispatch point, individuals shall receive Thirty (\$.30) cents per mile for transportation expenses and mileage at the beginning and conclusion of their employment. This allowance shall be paid based on the most direct main route.

Where a job is located Two Hundred and Forty (240) miles or more from the dispatch point, the individual shall also receive travel time computed at the rate of Fifty (50) miles per hour at the beginning and conclusion of their employment. In no case shall travel time exceed Eight (8) hours pay in any Twenty-Four (24) hour period. If an applicant is a permanent resident in the area where the job is located they shall not be entitled to mileage and travel payments. Applicants referred to a job to take a welding test and fail the test shall not be entitled to return mileage or return travel time. Applicants who fail the drug and alcohol screening procedure shall not be paid for any travel expenses, travel time or mileage.

I. BONDING PROVISIONS FOR TRUST FUNDS

A surety or cash bond up to Twenty-Five Thousand (\$25,000.00) Dollars may be required to insure payment of fringe benefits from Employers who have been delinquent in payments or who have not previously employed Boilermakers in the area.

J. INJURED WORKMEN

When a workman is injured to the extent of being unable to work for the remainder of the day, he will be paid for the full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

Workmen injured on the job who are still employed and who are required by the attending physician to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.

K. HIRING PROCEDURES

1. The Employer, under the terms of this Agreement, shall hire any qualified applicant for employment on a non-discriminatory basis. When the Employer has requested the Union to furnish men for a job such men will be selected by the Union on a non-discriminatory basis.
2. All applicants for employment shall be required to furnish the Employer satisfactory evidence in writing of their qualifications and skill from any source that is recognized as a proper source by the Employer, not limited to the Union, and such evidence shall be kept by the Employer. The Employer shall have the right to reject any applicant for employment who is unable to thus establish his qualification and skill necessary to perform the work required by the Employer or for any other bona fide reason.
3. The parties have agreed upon specific rules and procedures covering exclusive referral of workmen. These rules are published in separate booklets entitled "Local Lodge Joint Referral and Rules Procedures", and are in conformity with and approved by the National Joint Rules and Standards Committee.
4. The Employer and the Union shall post in such places as notices are customarily posted, a copy of such Referral and Rules Procedures.
5. The Employer shall have the right to determine the competency and qualifications of its employees and the right to discharge any employee for any just and sufficient cause, provided, however, that no employee shall be discriminated against.
6. It is the continuing policy of the Employer and the Union that they shall not discriminate against any employee or applicant for employment because of age, race, sex, color, creed, nationality, membership or non-membership in any union.
7. **DISPATCHING PROVISION:** It is expressly understood that the Dispatching Agent or Agents of the Boilermaker Local Union will make every effort calling other Boilermaker Local Unions for qualified Field Construction Boilermakers who have at least Six-Thousand (6,000) hours of experience (Group B) to fill the Employers manpower request prior to dispatching Group C and D registrants.
8. **LAYOFF PROVISIONS:** In order to have continuity in laying off supplemental manpower groups as defined

within the provisions of the Western States Agreement, it is clearly understood that the Employer shall lay off Group D employees before Group A, B or C employees, and Group C employees before A or B employees.

GROUP A

Qualified construction Boilermakers who meet the established work experience in the local union geographical area and who have satisfactorily established that they have at least Six-Thousand (6,000) hours actual, practical working experience within the Boilermaking trade in Building and Construction Industry or who have satisfactorily served an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship Standards.

GROUP B

Qualified construction Boilermakers who do not meet the established work experience in the local union geographical area but who have satisfactorily established that they have at least Six-Thousand (6,000) hours actual, practical working experience within the Boilermaking trade in Building and Construction Industry or who have satisfactorily served an apprenticeship in the trade of field Construction Boilermaker under an apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship standards.

GROUP C

Other registrants who do not meet the established Six-Thousand (6,000) hours of Field Construction Boilermaker experience but have at least Two-Thousand (2,000) hours of work experience in the Boilermaker trade and who have not completed a Construction Boilermaker apprenticeship program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship standards.

GROUP D

Other registrants who do not meet the established Six-Thousand (6,000) hours of Field Construction Boilermaker experience and have less than Two-Thousand (2,000) hours of work experience in the Boilermaker trade and who have not completed a Construction Boilermaker apprentice program approved by the United States Bureau of Apprenticeship Training or State Division of Apprenticeship standards.

The Employer shall not resort to subterfuge to maintain Group C and D classification on his work sites.

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications

Bricklayer
Marble Mason
Tile Setter
Tile/Marble Finisher

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit / Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary

amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH AND WELFARE:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Bricklayers Health and Welfare Trust Fund.
2. **PENSION PLAN:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Bricklayers' Pension Trust Fund.
3. **SAVINGS:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by the Agreement to an account maintained in the employee's name at IBEW Plus Credit Union.
4. **SUPPLEMENTAL DUES**

The Employer and Union agree that each employee may give written authorization to IBEW Plus Credit Union to pay to the Union from funds held by IBEW Plus on his behalf, an amount agreed upon between the employee and the Union for each hour of his employment (hours worked or paid) in each payroll period as supplemental dues owed by the employee to the Union.

Effective October 1, 2002, the Supplemental Dues amount shall be 3.5% per hour worked or paid.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the employee, signed by the employee and furnishing the authorization to IBEW Plus in a form satisfactory to Credit Union officials. All costs, expenses and fees of the Credit Union incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of execution and shall renew automatically from year to year thereafter, unless the employee has given written notice to the Credit Union and to the Union, not more than twenty (20) days and not less than (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

The Employer shall not be liable for any claims, which may arise by virtue of this provision.

D. APPRENTICES

Apprentices shall be paid the following percentages of the Journeyman's basic hourly pay rate for classifications of work in which they are engaged:

Bricklayer, Tile and Marble Apprentices

1st Period	60%
2nd Period	70%
3rd Period	80%
4th Period	85%
5th Period	90%

E. PREMIUMS

1. HIGH TIME/HAZARD PREMIUM

SECTION 1. Subject to the provisions contained herein, Hazard premium, on jobs where member are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of fifty (50) feet or more from the ground or floor level, they shall receive Twenty-Five Cents (\$.25) premium pay per hour.

SECTION 2. Hazard premium shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

F. FOREMEN AND GENERAL FOREMEN

An employee designated by the Employer as Foreman shall be paid at the rate of One Dollar and Fifty Cents (\$1.50)

per hour more than the highest minimum rate of the employees over which he has supervision. This includes working and nonworking Foremen.

A Foreman designated to supervise other Foremen shall be classified as a General Foreman and shall be paid at a rate of One Dollar and Fifty Cents (\$1.50) per hour more than the highest minimum rate of the Foremen over which they has supervision.

- G. SHORT CALL ASSIGNMENTS:** Employees covered under this Agreement who are employed to work on the four day, ten hour (4/10) schedule, and who work less than forty (40) consecutive hours in a calendar week, shall be paid eight (8) hours at the straight-time rate and two (2) hours at the rate of one and one-half times the straight-time rate, for each day worked.

H. CHECKOFF OF UNION DUES, INITIATION AND/OR REINSTATEMENT FEES

SECTION 1. Upon receipt of an authorization signed by an employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on the first pay period of each month, the amount owed to the Union by the employee for his/her monthly Union dues and assessments for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any employee who has executed the authorization have no earnings due them on the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be made from that employee's earnings on the first pay period of the succeeding month in which their earnings are sufficient to cover such dues and assessments owed by such employee.

SECTION 3. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union to deduct initiation and/or reinstatement fees, the Employer shall withhold from such employee's earnings an amount for payment of initiation and/or reinstatement fees. The amount withheld from the earnings of the employee shall be deducted and, when the full amount of such fee has been withheld from such employee's earnings, such authorization shall be null and void and shall thereafter have no further force or effect as to the authorization and/or reinstatement fee involved. However, if the same authorization covers dues and

assessments, it shall continue in effect as to dues deductions unless revoked in accordance with Section 6.

SECTION 4. The Employer shall promptly mail to the Secretary-Treasurer of the Union a check made payable to the Union for the amount of dues, assessments, or fees the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, in duplicate, containing the names of employees and the amount deducted from each employee's earnings. Upon receipt of such check and list, said Secretary-Treasurer of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 5. Nothing herein shall permit the deduction by the Employer of any assessment levied against an individual employee or group of employees unless the levy applies equally to all employees who have provided a signed authorization card.

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt requested, at least sixty (60) days and not more than seventy-five (75) days before any periodic renewal date, advising the Employer and the Union of that employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their initiation and/or reinstatement fees or monthly dues and assessments be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deduction provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any Union dues and assessments, initiation and/or reinstatement fees erroneously or improperly withheld from an employee's earnings by the Employer which had been transmitted by the Employer to the Union.

SECTION 8. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other

forms of liability that may arise out of any actions, which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The Union dues and assessments, initiation and/or reinstatement fees charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

I. TOOLS

Bricklayers and other members of this local working outside of a shop must be provided a proper facility to store their tools. Bricklayers shall be given reasonable time (not less than ten [10] minutes) to sharpen and clean their tools, and pick-up time prior to the end of their shift. The Employer will provide necessary transportation of bricklayers' personal tools including transporting tools on a new-hire or termination basis or a transfer between areas.

J. HIRING/REFERRAL PROCEDURES

These hiring procedures shall be subject to and modified by the provisions of the Hiring/Non-Discrimination Article of the Agreement.

SECTION 1. The Union agrees that it will operate the hiring procedures set forth below in a manner which shall be nondiscriminatory as to sex, race, creed, color, national origin, age, veteran status, handicap, membership or nonmembership in any labor organization.

SECTION 2. In the employment of workmen for all work covered by this Agreement, the following provisions, subject to the conditions of Article 7, Union Recognition, shall govern:

1. The Union shall establish and maintain separate, open and nondiscriminatory employment lists for workmen desiring employment on work covered by this Agreement, and such workmen shall be entitled to registration and dispatchment free of charge, subject to the provisions of the Article.

The Employer shall first call the dispatching office of the Union for such men as it may from time to time need, and the dispatching office shall immediately furnish to the Employer the required number of qualified and competent workmen of the classifications needed and requested by the Employer, strictly in accordance with the provisions of this Article

It shall be the responsibility of the Employer, when ordering men, to give the Union all of the pertinent information regarding the workmen's employment. The selection of workmen for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements. The dispatching office will furnish, in accordance with the request of the Employer, each such qualified and competent workman from among those entered on said lists to the Employer by use of a written referral in the following order of preference:

- a) Workmen requested by name who, within the two (2) year period immediately preceding their registration at the respective dispatching office, have performed work of the type covered by this Agreement in the geographical area of Clark, Lincoln, Nye and Esmeralda Counties, State of Nevada, and who have maintained their residence in said geographical area since their last period of employment.
- b) Workmen who, within the two (2) years immediately preceding registration at the respective dispatching office, have performed work in the classification of the Union covered by the Agreement in the Southern Nevada area as that area is hereinabove more particularly defined with respect to the Union. Any workmen in this category registered as Foremen will be referred to any Employer requesting such workmen for employment as Foremen.
- c) Workmen whose names are entered on said lists at the dispatching offices of the Union, and who are available for employment.

Reasonable advance notice (but not later than twenty-four [24] hours prior to the required reporting time) will be given by the Employer to the dispatching office upon ordering such workmen; and, in the event that forty-eight (48) hours after such notice the dispatching office does not furnish such workmen, the Employer may procure workmen from any other source or sources.

If men are so employed, the Employer will immediately report to the appropriate dispatching office each such workman by name and classification.

2. Subject to the foregoing, the Employer is the sole judge as to the competency of all its employees and applicants for employment. The Employer may reject any job applicant referred by the Union. All employees must perform their work to the satisfaction of the Employer. No employee shall be discharged or discriminated against for activities in behalf of, or representation of, the Union not interfering with the proper performance of his duties.
3. The Union shall post, in places where notices to applicants for employment with the Employer are customarily posted, all provisions relating to the functioning of the hiring arrangements, including the provisions set forth in Article III, Union Recognition, of this Agreement, and the Employer shall similarly post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring and arrangements, including the provisions set forth in Article III, Union Recognition, of this Agreement.

SECTION 3. All of the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the carrying out of the provisions of this Article shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such matters, and will, in so acting, not be subject to the control of any of the other parties.

Project Labor Agreement for Construction
United Brotherhood of Carpenters and Joiners of America
and Millwrights and Machinery Erectors
Local Unions No. 1780 and 1827

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications

Carpenter
Carpenter Welder
Power Saw Operator

Power Saws: The power saw operator classification shall apply to those employees designated by the Employer to act as the operator of power saws, other than the hand-held power saws.

An employee involved in burning and cutting of materials using an oxyacetylene torch will receive the welder's rate of pay

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended

solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH PLAN:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Carpenters' Health and Welfare Fund.
2. **PENSION PLAN:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Construction Industry and Carpenters' Joint Pension Trust Fund.
3. **VACATION TRUST FUND:** The Employer shall contribute per hour at the straight time rate for all hours worked by or paid to employees covered by this Agreement to the Vacation Trust Fund.
4. **APPRENTICE TRUST FUND:** The Employer shall contribute per hour worked by or paid to employees covered by this Agreement into the Carpenter's Joint Apprenticeship Trust Fund. Funds contributed shall be used exclusively for the apprenticeship program.

D. **PREMIUMS**

1. **HIGH TIME/HAZARD PREMIUM:**

SECTION 1. Where employees are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of twenty (20) feet or more from the ground or floor level, they shall receive Twenty-Five Cents (\$.25) premium pay per hour.

SECTION 2. Hazard premium shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

SECTION 5. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.
3. **UNDERGROUND PREMIUM:** Any employee who performs work underground or in tunnels shall receive Fifty Cents (\$.50) per hour above their regular rate of pay, for the full shift.

E. APPRENTICE

When employed, apprentices shall be employed strictly in accordance with the apprenticeship standards promulgated by the Joint Apprenticeship Committee.

The Employer shall not deviate from the following apprentice wage scales without the express permission of the Joint Apprenticeship Committee.

First three (3) months	50%
Second three (3) months	55%
Second six (6) months	60%
Third six (6) months	65%
Fourth six (6) months	70%
Fifth six (6) months	75%
Sixth six (6) months	80%
Seventh six (6) months	90%
Eighth six (6) months	95%

F. FOREMEN/GENERAL FOREMEN

1. **FOREMAN DIFFERENTIAL:** An employee designated by the Employer as Foreman shall be paid at the rate of ten percent (10%) per hour above the Journeyman's (Carpenter, Millwright, Shingler, Floor Layer, Burner and Welder only) straight-time hourly rate of pay. A Foreman designated to supervise other Foremen shall be classified as a General Foreman. A General Foreman shall be paid at a rate of ten percent (10%) per hour above the Foreman under his supervision.

2. FOREMAN ASSIGNMENT:

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foremen are employed and a third Foreman is required, one of the Foreman shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position. However, in the absence of the Foreman or in emergency situations, a General Foreman can give direction to the crew.

G. VACATION TRUST/SUPPLEMENTAL DUES

The Employer and Union agree that each employee may give written authorization to the Board of Trustees of the Carpenters' Vacation Trust Fund to pay to the Union from funds held by the Trustees on his behalf, an amount agreed upon between the employee and the Union for each hour of his employment (hours worked or paid) in each payroll period, supplemental dues owed by the employee to the Union.

The Union shall bear the entire responsibility for obtaining the voluntary written authorization from the employee, signed by the employee and furnishing the authorization to the Board of Trustees in a form satisfactory to the Trustees. All costs, expenses, and fees of the Board of Trustees incident to the accounting, administration and remittance to the Union of the supplemental dues payments shall be borne solely and entirely by the Union.

All written authorizations referred to above shall be irrevocable for a period of one year from the date of the execution and shall renew automatically from year to year thereafter, unless the employee has served written notice upon the Board of Trustees and on the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of the period of this Agreement, whichever is sooner, terminating the authorization.

The Employer shall not be liable for any claims which may arise by virtue of this provision.

This provision shall not affect the obligation of the Employer to pay the full amount of contributions to the Carpenters' Vacation Trust Fund as specified elsewhere in this Agreement.

- H. **TOOLS:** Carpenters and other members of this local working outside of a shop must be provided a proper facility to store their tools. Carpenters shall be given reasonable time (not less than ten [10] minutes) to sharpen and clean their tools, and pick-up time prior to the end of their shift. The Employer will provide necessary transportation of carpenters' personal tools including transporting tools on a new-hire or termination basis or a transfer between areas.

I. **BONDING PROVISIONS FOR TRUST FUNDS**

Should the Employer be adjudged by a majority of the Board of Trustees of the Carpenters' Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of Ten Thousand Dollars (\$10,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent by registered mail with return receipt.

Failure to comply with this provision is a violation of this Agreement, and the provisions of *Article - No Strikes or Lockouts*, shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate trust fund.

The Union shall be required to furnish the Employer with a current list of those Employers who are adjudged recurrent delinquents and shall be obligated to notify the Employer by

registered letter of any contractor or subcontractor adjudged delinquent.

J. WORKFORCE STABILIZATION

It is agreed between Bechtel Nevada Corporation (BNC) and the Unions that a stable workforce is mutually beneficial and that fluctuations in the workforce generally increase the overall cost of operations at the NTS. Therefore, when mutually agreed in advance between BNC and the affected Unions, qualified employees working under the Terms and Conditions of either the NTS Project Labor Agreement for Construction or for Maintenance and Operations may be temporarily transferred, on a short term basis (project not to exceed four (4) working days), to perform work covered by the other Agreement.

It is the intent of this Article to reduce or eliminate the costs associated with processing and terminating employees for short term projects and to utilize current employees, who are qualified to do the work, when they are available within the overall workforce.

The situations that would allow this Article to be utilized shall be mutually agreed to in advance, on a case-by-case basis.

- K. REFERRAL PROCEDURES:** The Employer agrees to abide by the Referral Procedures of the Local Union(s), not inconsistent with the terms and conditions of this Agreement, and in accordance with their Master Labor Agreement, hereby incorporated by reference.

Project Construction Agreement
United Brotherhood of Carpenters
and Joiners of America
Millwrights Local Union No. 1827

APPENDIX B
EFFECTIVE 10/1/02 through 9/30/07

All of the terms and conditions of this Agreement, including Appendix A, shall apply in its entirety to Employees covered by Millwrights, Local Union No. 1827, except as outlined in Appendix B herein.

- A. CLASSIFICATIONS AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications

Journeyman Millwright
Millwright Welder

NOTE: The Employer shall not designate any employee as a Millwright, unless the employee has been properly dispatched to the Employer by Millwrights Local Union No. 1827, in accordance with the Union's Referral Procedures.

B. APPRENTICE

1. The Employer shall not deviate from the following apprentice wage scales without the express permission of the Joint Apprenticeship Committee.

0 - Six (6) months	65%
Seven (7) - Twelve (12) months	70%
Thirteen (13) - Eighteen (18) months	75%
Nineteen (19) - Twenty-Four (24) months	80%
Twenty-Five (25) - Thirty (30) months	85%
Thirty-One (31) - Thirty-Six (36) months	90%
Thirty-Seven (37) - Forty-Eight (48) months	95%

2. An Employer who employs three (3) Journeymen who are fully employed as Millwrights may have one (1) Apprentice. When the Employer employs five (5) or more Journeymen fully employed as Millwrights, including the Foreman, the sixth Millwright must be an Apprentice, when available. Thereafter, the Employer must have one (1) additional Apprentice for each five (5) Journeymen fully employed as Millwrights, when available.

- C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.
1. **HEALTH PLAN:** The Employer shall contribute per hour, for all hours worked by or paid to employees covered by this Agreement to the Carpenters' Health and Welfare Fund.
 2. **PENSION PLAN:** The Employer shall contribute per hour for all hours worked by or paid to employees covered by this Agreement to the Construction Industry and Carpenters' Joint Pension Trust Fund.
 3. **VACATION/SAVINGS FUND:** The Employer shall contribute per hour at the straight time rate for all hours worked by or paid to millwright employees, by paying into an account maintained in the employee's name at the IBEW Plus Credit Union. The accounts held in each employee's name by IBEW Plus Credit Union shall be subject to such rules and regulations as IBEW Plus Credit Union has adopted or may adopt pursuant to its charter. The Employer's sole responsibility with respect to savings funds will be to pay the amount described above.
 4. **APPRENTICE TRUST FUND:** The Employer shall contribute per hour worked by or paid to employees covered by this Agreement into the Carpenter's Joint Apprenticeship Trust Fund. Funds contributed shall be used exclusively for the apprenticeship program.
- E. **WORKING RULES:** The appropriate Article of the Union Bylaws governing Millwright working rules, amended to comply with National Labor Relations Board requirements, shall be the guiding factor for all union relations not treated in this Agreement.
- F. **HELPERS:** Millwrights shall not use anyone as a helper on a job other than an employee covered under the terms of this Agreement.

G. TOOLS

1. Millwrights shall be expected to furnish an adequate complement of tools. The Employer agrees to provide Millwrights adequate facilities for the storage of tools.
2. Millwrights shall be allowed a maximum 15-minute period immediately before the end of the shift in which to pick up tools and shall not leave the job until the end of the shift.
3. Millwrights shall be reimbursed for tools lost as a result of fire or theft by forcible entry, provided a properly priced inventory of millwrights tools placed in storage is furnished to the Employer when the millwright is employed. Replacement or reimbursement for tools lost under the conditions herein described shall be completed no later than ninety (90) days after the millwright receives his final paycheck.

Project Labor Agreement for Construction
Operative Plasterers' and Cement Masons'
International Association, Local Union No. 797

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

A. **CLASSIFICATION AND WAGE RATES:**

Classifications covered by this agreement and applicable hourly Wage Rates are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classification
Cement Mason

B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH PLAN:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the Cement Masons' International Insurance Trust Fund for Southern Nevada.
2. **PENSION PLAN:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the Pension Trust Fund.
3. **VACATION/SUPPLEMENTAL DUES:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement into the Vacation Savings Plan.
4. **JOINT APPRENTICESHIP COMMITTEE:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the Plasterers and Cement Masons Joint Apprenticeship Committee.

D. PREMIUMS

1. **HIGH TIME/HAZARD PREMIUM:**

SECTION 1. Subject to the provisions of below, on jobs where Cement Masons are required to work from trusses, scaffolds, frames, ladders, etc., at a distance of thirty (30) feet or more from the ground or floor level, they shall receive Twenty-Five (\$.25) premium pay per hour.

Men working from a swinging scaffold, or suspended from a rope or cable, shall receive Twenty-Five Cents (\$.25) per hour above their hourly base rate.

SECTION 2. Hazard premium, as set forth herein, shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium shall not be paid where the erection of railings, guards or other adequate safety measures effectively eliminates the hazard of a free fall.

SECTION 3. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

SECTION 4. The hazard premium shall be paid only to the members of a crew exposed to the hazard, and shall not be paid to Foremen or General Foremen unless they are exposed to the actual hazard.

2. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card,

shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

3. **UNDERGROUND PREMIUM:** Any employee who performs work underground or in tunnels shall received Fifty Cents (\$.50) per hour above their regular rate of pay, for the full shift.

- E. **APPRENTICE WAGE PAYMENTS:** Apprentices covered under the terms of this Agreement shall be paid the following percentages of the Journeyman Cement Masons' hourly wage rate inclusive of vacation pay, and the below listed schedule of fringe contributions shall apply:

<u>Training Period</u>	<u>Hours</u>	<u>Min. Approx. Percentage*</u>
First-3 months	500	50% (1)
Second-3 months	500	60% (2)
Third-3 months	500	70% (3)
Fourth-12 months	2,500	75% (4)
Fifth-3 months	500	95% (5)

- *Contribution Schedule:
- (1) No fringes payable
 - (2) Health and Welfare
 - (3) Health & Welfare (commence deduction of vacation pay from wages)
 - (4) Health and Welfare, Pension (deduct vacation)
 - (5) Health and Welfare, Pension, Apprenticeship (deduct vacation)

- F. **SHORT CALL ASSIGNMENTS:** Cement Masons who are employed to work on the four day, ten hour (4/10) schedule, and who work less than forty (40) consecutive hours in a calendar week, shall be paid based on eight (8) hours at the straight-time rate and two (2) hours at the rate of one and one-half times the straight-time rate.

G. FOREMAN

1. FOREMAN DIFFERENTIAL:

The Foreman and General Foreman shall be paid One Dollar and Seventy-Five Cents (\$1.75) and Three Dollars and Fifty Cents (\$3.50) per hour, respectively, above the Journeyman rate of pay.

2. FOREMEN ASSIGNMENTS:

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foreman shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

- H. TOOLS:** Cement Masons shall not furnish or transport any power tools, Fresno trowels, or troweling machines or other tools such as tamps. Cement Masons, at the discretion of the Employer, shall be required to furnish customary hand tools used. No Walking Trowels shall be used on slabs for trowel finishing.

I. BONDING PROVISIONS FOR TRUST FUNDS

Should the Employer be adjudged by a majority of the Board of Trustees of the Cement Masons' Fringe Benefit Trust Fund to be a recurrent delinquent in the payment of fringe benefits, the Employer shall be required to post a cash or surety bond in the amount of Fifteen Thousand Dollars (\$15,000) covering fringe benefits under this Agreement. Such bond shall be deposited with a custodian designated by the

parties within ten (10) days from the date of notice to the Employer of the requirement to provide the bond. Such notice must be sent by registered mail with return receipt.

Failure to comply with this provision is a violation of this Agreement; and the provisions of Article - "No Strikes or Lockouts", shall not be applicable or in force during the period of noncompliance. Such bond shall remain posted until released by the Trustees under regulations adopted by the Trustees of the appropriate Trust Fund.

The Union shall be required to furnish the Employer with a current list of those contractors who are adjudged recurrent delinquents and shall be obligated to notify the Employer by registered letter of any contractor or subcontractor adjudged delinquent.

J. WORKFORCE STABILIZATION

It is agreed between Bechtel Nevada Corporation (BNC) and the Southern Nevada Building and Construction Trade Unions signatory to this Agreement that a stable workforce is mutually beneficial and that fluctuations in the workforce generally increase the overall cost of operations at the NTS. Therefore, when mutually agreed in advance between BNC and the affected Union(s), qualified employees working under the Terms and Conditions of either the NTS Project Labor Agreement for Construction or for Maintenance and Operations may be temporarily transferred, on a short term basis (project not to exceed four (4) working days), to perform work covered by the other Agreement.

It is the intent of this Article to reduce or eliminate the costs associated with processing and terminating employees for short term projects and to utilize current employees, who are qualified to do the work, when they are available within the overall workforce.

The situations that would allow this Article to be utilized shall be mutually agreed to in advance, on a case-by-case basis.

K. HIRING/REFERRAL PROCEDURES

In accordance with the Hiring Procedure/Non-Discrimination Article of this Agreement, the Employer agrees to abide by the Referral procedure of the Union, not inconsistent with the terms and conditions of this Agreement, and in accordance with their Master Labor Agreement for in-town work, hereby incorporated by reference.

Project Labor Agreement for **Construction**
International Brotherhood of Electrical Workers
Local Union No. 357

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this Agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:

Journeyman Wireman
Journeyman Lineman
Equipment Operator
Journeyman Technician
Groundman (80% of Journeyman Lineman's rate)

- I. **WELDING:** The Employer agrees to pay employees covered by this Agreement (excluding Groundmen, Operators and all apprentices) a premium of Fifty Cents (\$.50) per hour for all hours spent welding, but not less than one-half shift.
- II. **SPLICING:** The Employer agrees to pay employees covered by this Agreement (excluding Groundmen, Operators and all apprentices) a premium of Fifty Cents (\$.50) per hour for all hours spent welding, but not less than one-half shift.

- B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing this increase or any portion of the hourly wage rates to the straight-time hourly wage rates or legally established Fringe Benefit / Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change,

amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strikes or Lockouts" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

C. FRINGE BENEFITS

The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. HEALTH AND WELFARE:

- a) WIREMEN: The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to employees in Wiremen classifications covered by this Agreement to the Group Health and Welfare Trust Funds.
- b) LINEMEN: The Employer shall pay a sum (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to employees in Linemen classifications covered by this Agreement to the Line Construction Benefit Fund, 2000 Springer Drive, Lombard, Illinois 60148, telephone 1-800-323-7268.

2. PENSION FUND:

- a) It is agreed that, in accordance with the National Employees' Benefit Agreement entered into between the National Electrical Contractors' Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, that, unless authorized otherwise by the National Employees' Benefit Board, the individual Contractor will forward monthly to the designated Local Employees' Benefit Board an amount equal to three percent (3%) of its gross monthly labor payroll, which it is obligated to pay to the employees in this bargaining unit, and a completed payroll report prescribed by the National Board. The payment shall be made by check or draft and shall constitute a debt due and owing to the National Board on the last day of each calendar

month, which may be recovered by suit initiated by the National Board or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local Board not later than fifteen (15) calendar days following the end of each calendar month.

Individual employers who fail to remit as provided above shall be additionally subject to having this Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the Local Employees' Benefit Board.

The failure of an individual employer to comply with the applicable provisions of the National Employees' Benefit Agreement shall also constitute a breach of this Labor Agreement.

3. **SUPPLEMENTAL PENSION FUND:**

- a) **WIREMEN:** The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to employees in Wiremen classifications covered by this Agreement to the Pension Trust Fund.
- b) **LINEMEN:** The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to employees in Linemen classifications covered by this Agreement to the Pension Trust Fund.

4. **APPRENTICESHIP TRAINING FUND:**

- a) **WIREMEN:** The Employer shall contribute (see Wage and Fringe Benefits Supplement) per hour for all hours worked by or paid to employees in Wiremen classifications covered by this Agreement.
- b) **LINEMEN:** The Employer shall contribute a maximum (see Wage and Fringe Benefits Supplement) of the gross monthly labor payroll, which it is obligated to pay to its Linemen classified employees covered by this Agreement into the Linemans California-Nevada Joint Apprenticeship Training Trust Fund.

- 5. **VACATION SAVINGS FUND:** The parties agrees that the Union may establish a Vacation Savings Fund. The Union shall notify BNC of such fund and the contributions

to be allocated from the existing wage/fringe benefit package, at least thirty (30) days prior to the effective date.

D. APPRENTICES

1. **WIREMEN APPRENTICE:** The employment of Wireman Apprentices shall conform with the Apprenticeship Standards established and administered by Local Joint Committees as approved by the appropriate State and Federal Agencies and in accordance with the Equal Employment Opportunity Article of this Agreement. Wage rates for Wiremen Apprentices shall be the percentages, as set forth below, of the Journeyman's rate as identified in the Wage and Benefits Supplement to this Agreement:

First period	45%
Second period	55%
Third period	65%
Fourth period	75%
Fifth Period	85%
Sixth Period	95%

2. **LINEMEN APPRENTICE:** Wage rates for Linemen Apprentices shall be the percentages, as set forth below, of the Journeyman's rate:

First six (6) months	60%
Second six (6) months	65%
Third six (6) months	70%
Fourth six (6) months	75%
Fifth six (6) months	80%
Sixth six (6) months	85%
Seventh six (6) months	90%

Apprentice Lineman: To the extent it does not conflict with other provisions of this Agreement, the area training agreement entered into between California-Nevada Line Constructors Chapter of N.E.C.A. and District 9, I.B.E.W., as approved by the International President on November 4, 1971, and as amended, shall govern all matters of apprenticeship and training and the financing thereof.

E. FOREMEN/GENERAL FOREMEN

1. FOREMEN DIFFERENTIALS:

The Foreman shall be paid an eleven percent (11%) an hour differential above the Journeyman's rate of pay.

The General Foreman shall be paid a twenty-two percent (22%) an hour differential above the Journeyman's rate of pay.

2. FOREMEN ASSIGNMENTS:

SECTION 1. Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. There may be only one (1) working Foreman supervising workmen on activities directly related to each other. A Foreman may work with their tools until they supervise more than five (5) employees, at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees. (The intent of this Section regarding the number of craft employees in a crew, is a combination of Journeymen and apprentices).

SECTION 2. When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

SECTION 3. In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foreman shall be designated as a General Foreman.

SECTION 4. Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

SECTION 5. All Foreman and General Foreman shall have the classifications and qualifications of Journeyman Wireman and Journeyman Lineman. When Lineman are working on energized equipment or conductors, their work will be supervised by a non-working Foreman.

SECTION 6. It is not the intent of this Article to assign a General Foreman to supervise a crew or to eliminate a Foreman's position, however in the event of the short term, temporary absence of the Foreman or in

emergency situations, a General Foreman can give direction to the crew. If a crew is redirected by the General Foreman, a new Foreman will be designated.

F. PREMIUMS:

I. HAZARD PREMIUM

1. WIREMEN:

- a) Where Wiremen are required to work at a distance of forty (40) to ninety (90) feet from the ground or supporting structures on trusses, beams, scaffolds, frames, ladders, bosun chairs, cranes, open platforms, open decks, open excavations, or other similar hazardous locations, where the Wiremen are subject to a direct fall, they shall be paid at time and one-half the straight-time rate for such hazardous work.
- b) Where Wiremen are required to work at a distance of sixty (60) to ninety (90) feet from the ground on supporting structures on stacks, towers, tanks or other similar hazardous locations where the workmen are subject to a direct fall, they shall be paid at time and one-half the straight-time rate for such hazardous work.
- c) Hazardous work, as set forth in (a) and (b) above, in excess of ninety (90) feet, shall be paid at double the straight-time rate for such hazardous work.

2. LINEMEN: Where Linemen work on wooden poles or towers at a height of more than eighty (80) feet, they shall receive double the straight-time rate of pay for all time worked at such heights. This height premium pay shall not apply to substation or steel transmission tower erection.
3. Hazard premium shall be paid to employees only where there is an actual exposure to the hazard. Hazard premium need not be paid where the erection of railings or guards effectively eliminates the hazard of a free fall.
4. Hazard premium shall be paid only for the actual hours of exposure. Hazard premium shall be paid in one (1) hour increments.

5. The hazard premium shall be paid only to the members of a crew exposed to the hazard.

6. Hazard premium shall not be paid to the Foreman or General Foreman unless he is exposed to the hazard.

II. RESPIRATOR PREMIUM: Employees required by the Employer to wear a respirator which requires a fit card shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.

G. OVERTIME DISTRIBUTION: Insofar as practical, overtime shall be divided equally among all employees in a crew on any given job.

H. CABLE SPLICING

When performing work of splicing, building stress cones or building potheads on a high voltage (600 v; usable voltage or above) shielded rubber-insulated cable or shielded lead-covered cable, Journeymen shall be paid the Cable Splicer's premium.

When performing work of splicing lead-covered control or telephone cable which requires a wiped lead joint at the splice, Journeymen shall be paid the Cable Splicer's premium.

When performing work of splicing rubber-covered, telephone-type cable, Journeymen shall be paid the Cable Splicer's premium.

Cable Splicers shall not be required to work on wires or cables where the difference in potential is over three hundred (300) volts between any two (2) conductors, or between any conductor and ground, unless assisted by a Journeyman. In no case shall Cable Splicers be required to work on energized cables carrying in excess of six hundred (600) volts.

Cable splicing, as defined above, shall include the joining of conductors, cable preparation, splice case installation, testing and other allotted work.

I. GROUNDMEN:

- a) Groundmen may operate vehicles not in excess of one (1) ton capacity for the purpose of hauling tools, material and water to and from locations. When circumstances warrant, they may operate such a vehicle for the purpose of returning it to the shop at the end of the workday, providing a Journeyman is not available to do so.
- b) Groundmen may not work as a qualified workman when working on any energized equipment, or for switching any energized circuit. Groundmen will work under the direction of a Lineman when working in the field. Under **no** circumstances shall Groundmen climb poles or towers.

J. HEALTH REQUIREMENTS: The Contractor shall provide safe protected space for changing of clothes and storage of tools.

K. TOOLS

- 1. Journeyman Wiremen shall provide themselves with the following tools only: knife, pencil, rule, hammer, level (small), screwdrivers (not over 8"), center punch or scratch awl, keyhole saw, hacksaw frame, two (2) crescent wrenches (one 12"), plumb bob, tri-square, chalk line, pliers (side cutter, diagonal, longnose, channel lock-type adjustable). Journeyman Cable Splicers shall furnish hand tools only.
- 2. Journeyman Linemen shall provide themselves with the following tools: hooks, belt, safety belt, skinning knife, six-foot non-conductive rule, pliers, twelve-inch crescent wrench, hammer (claw or ballpeen).
- 3. The Contractor shall furnish all other necessary tools or equipment. Workmen shall be held responsible for the tools or equipment issued to them, providing the Contractor furnishes the necessary lockers, tool boxes or other safe places for storage.

The Contractor shall also furnish a safe, full body safety harness for all work on steel jobs. Handline shall be of good, one-half inch rope and of sufficient strength to lower a workman to the ground with safety in case of emergency.

- 4. The Contractor shall provide a suitable place for the employees to leave their tools during the time that the employees are off the job or project. The Contractor will be responsible for all tools unless a suitable place is provided.

L. SAFETY RULES

1. The employees shall be obligated to observe the instructions of the Contractor in matters of safety.
2. The Employer shall conduct safety meetings, on the Employers time, for employees covered by this Agreement at least once a week. Employees shall take an active role in participating in such meetings.

The safety meeting will be utilized for the purpose of advancing the knowledge and experience of the workmen in matters affecting safe working procedures, as well as emergency rescue and treatment.

3. When men are required to work on high voltage equipment that is de-energized, the line shall be tested with short-circuiting devices and "shorted and grounded" by means of adequate grounding devices before workmen shall be permitted on such de-energized lines or equipment. All safety precautions possible shall be observed while such shorting and grounding is being done.
4. All workmen working on or near conductors or equipment carrying a voltage of 440 volts or over shall be furnished with approved rubber goods (gloves, blankets, snakes, hoods, etc.).
5. All voltage of 4,800 volts or over shall be worked only with approved "hotsticks" and adequate help.
6. When workmen are required to work on or near voltages of 440 volts or over, there shall be at least two (2) Journeyman Wiremen and/or two Journeyman Linemen or Lineman and Hot Lineman Apprentice and each shall be supplied with approved rubber goods. One (1) Journeyman Wireman, Lineman, or Hot Lineman Apprentice shall stand by within reaching distance, not working, but wearing rubber gloves while this work is being done. No two (2) workmen on the same pole shall work on different phases or primary conductors at the same time where such primaries are energized.
7. All grounded wires, metal conduits or cables on poles or other structures carrying energized primaries shall be properly covered before workmen are required to work in close proximity thereto.

8. The foregoing protective provisions of this Article shall apply to equipment to be worked while energized and includes trackless trolleys of all voltages.
9. Linemen shall not carry tools, except for hand tools of the trade, when climbing up and down poles. The Contractor shall furnish "nose bags."
10. The Contractor shall be responsible for periodic inspection of hotsticks and the testing of all rubber goods, at intervals not to exceed those required by provisions of the American Society for Testing Material (ASTM). The date of each such testing shall be plainly indicated on the equipment so tested. Antiseptic powder for use in gloves is to be available at all times when such gloves are in use. All such equipment shall be kept in first class condition in containers provided by the Contractor.
11. No workman shall be required or permitted to furnish his own rubber gloves nor shall he be permitted to assume any responsibility for the safety factor of any equipment. All such responsibility shall be assumed directly by the Contractor.
12. The Contractor shall furnish each truck with a full first aid kit, disposable drinking cups and adequate drinking water, to be iced during warm weather.
13. A safety committee will be established, comprised of two (2) representatives of the Union and two (2) representatives of the Contractor. Should the above committee be unable to settle the issues before them, they shall agree on a public member who will be the fifth member of the committee, and both parties thereto agree to abide by the decision of the committee.
14. Workmen covered under terms of this Agreement shall not be required or allowed to enter and work on energized switchyards or substations unless accompanied by a second Lineman or Wireman.
15. Workmen covered under terms of this Agreement will not make trips to remote areas, such as receiver and transmitter stations, unless accompanied by any other person.
16. Each Wireman or lineman working on circuits or electrical equipment shall tag and/or lockout any appropriate circuits and equipment, as necessary for safety reasons, as prescribed by OSHA and Company Procedures. The employee's supervisor shall be informed of each location where locked-out/tagged equipment and/or circuits are

located, and in turn the employee's supervisor shall be responsible for knowing the location where such equipment and/or circuits may be isolated.

17. If an employee is required to wear any fire retardant clothing in the performance of his/her duties, such clothing shall be provided by the Employer in accordance with the current practice.

M. USE OF PERSONAL AUTOMOBILE: No workman shall be required to use his personal automobile to transport the Contractor's tools or materials.

N. TRANSPORTATION: The Contractor shall furnish transportation when workmen are shifted from one job to another during the workday. All vehicles used for transporting workmen will be covered and equipped with adequate seating facilities.

O. REIMBURSEMENT OF EXPENSES

1. For expenses incurred by an employee for travel to the Nevada Test Site, the employee shall be reimbursed as follows:
 - a. Thirty Dollars (\$30.00) for travel for the first day of employment.
 - b. Thirty Dollars (\$30.00) for travel for the last day of employment.
2. For expenses incurred by an employee for travel to the Tonopah Test Range (TTR), the employee shall be reimbursed as follows:
 - a. Fifty Dollars (\$50.00) for travel for the first day of employment.
 - b. Fifty Dollars (\$50.00) for travel for the last day of employment.
3. Employees who are required to transfer from the NTS to TTR or TTR to NTS time shall receive travel reimbursement of \$50.00 for the first and last day of the job as long as such travel was done on their own time.
4. The reimbursement of expenses provided for in paragraph 1, 2 and 3 above shall not be due or paid to any employee who quits his employment, or is discharged for just cause,

before the completion of three (3) days work for the Employer.

P. CHECKOFF OF WORKING DUES

SECTION 1. Upon receipt of an authorization signed by any employee covered by this Agreement and upon notification from the Union, the Employer shall, in accordance with the terms of such authorization and in acceptance with this Agreement, deduct from such employee's earnings, on the first pay period of each month, the amount owed to the Union by the employee for his/her working dues for each month subsequent to the date of the receipt of the Union notification.

SECTION 2. Should any employee who has executed the authorization have no earnings due him/her on the first pay period of any month or should any employee's earnings be less than the amount owed or due, deduction shall be made from that employee's earnings on the first pay period of the succeeding month in which his/her earnings are sufficient to cover such dues owed by such employee.

SECTION 3. The Employer shall promptly mail to the Financial Secretary of the Union a check made payable to the Union for the amount of working dues the Employer has withheld during the month involved in accordance with the above provisions. This check shall be accompanied by a list, in duplicate, containing the names of employees and the amount deducted from each employee's earnings. Upon receipt of such check and list, said Financial Secretary of the Union shall sign one (1) copy of such list, acknowledging receipt thereof, and promptly return such signed list to the Employer.

SECTION 4. The Union shall notify the Employer at least thirty (30) days prior to the implementation of an increase in the amount of working dues withheld from the earnings of employees.

SECTION 5. Nothing contained herein shall permit the deduction by the Employer of any assessments levied or established by the Union.

SECTION 6. The aforementioned authorization directing the Employer to make the deductions provided for above, which was executed by the employee, shall be irrevocable for the period of this Agreement or for one (1) year, whichever is the lesser and shall automatically renew itself for successive yearly or applicable agreement periods thereafter, whichever is lesser, unless the employee gives written notice to the Employer and the Union by certified mail, return receipt

requested, at any time in the 10 day period preceding the first day of June 1991 or any subsequent year of that employee's desire to revoke the authorization.

SECTION 7. It is recognized that the provisions of this Article are incorporated into this Agreement for the convenience of the employees covered by this Agreement and who desire that their working dues be deducted from their earnings. It is expressly understood that once the employee voluntarily executes an authorization, neither the Employer nor the Union shall be under any liability to any employee signatory to such authorization with respect to the deductions provided herein. Furthermore, the Union agrees that upon receipt of proper proof it will refund to the Employer any working dues, erroneously or improperly withheld from an employee's earnings by the Employer which had been transmitted by the Employer to the Union.

SECTION 8. The Union agrees to indemnify the Employer and hold it harmless against any and all claims, suits, or other forms of liability that may arise out of any actions which have been requested by the Union in complying with the provisions of this Article.

SECTION 9. The working dues, charged to employees covered by this Agreement shall be in accordance with the Union's local bylaws and constitution.

Q. SAVINGS PROGRAM: BNC shall continue to allow employee participation in the Represented Employees 401(K) Savings Program.

R. EQUAL EMPLOYMENT OPPORTUNITY

It is recognized by both parties to this Agreement that the Contractor, as a Federal Contractor, is required to comply with all federal laws and mandated regulations and/or guidelines relative to employment of females and/or minorities. Therefore, both parties agree that all possible good-faith efforts will be made to meet and comply with the above-referenced laws, regulations, and/or guidelines necessary to implement the Contractor's Affirmative Action Program.

In recognition of the foregoing, if the above-referenced laws, regulations and/or guidelines are not met, the Contractor shall have the right to request female and/or minority journeymen and apprentices from the Union by race, sex, or national origin; and the Union agrees to honor those requests when made.

S. HIRING PROCEDURES

A. WIREMAN AND LINEMAN

SECTION 1. In the interest of maintaining an efficient system of production at the Nevada Test Site, Nevada Research and Development Area and the Tonopah Test Range, providing for an orderly procedure of referral of applicants for employment, preserving the legitimate interest of the employees in their employment status, and the elimination of discrimination in employment because of membership or nonmembership in the Union, or because of the race, sex, creed, color, national origin, age, veteran status or handicap of the employees, the parties agree to the following system of referral of applicants for employment:

- a) Except as provided in paragraph (i) below, the Union shall be the sole and exclusive source of referrals of applicants for employment.
- b) The Contractor shall have the right to reject any applicant for employment.
- c) The Union shall select and refer applicants for employment without discrimination against such applicants by reason of their membership or non-membership in the Union, or because of their race, creed, color, sex, national origin, age, veteran status or handicap. The selection and referral of applicants shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements, or by the race, creed, color, national origin, age, veteran status or handicap of the applicant. All such selection and referral shall be in accordance with the following procedures.
- d) The Union shall maintain a register of applicants for employment established on the basis of the groups listed below. Each applicant for employment shall be registered in the highest priority groups for which he qualifies.

"Normal construction labor market" is defined to mean the following geographical area: Clark and Lincoln Counties and that portion of Nye County south of the Mt. Diablo Base Line, State of Nevada.

"Resident" means a person who has maintained his permanent home in the above defined geographical area

for a period of not less than one (1) year, or who having had a permanent home in this area, has temporarily left with the intention of returning to this area as his permanent home.

"Examinations." An examination shall include experience rating tests if such examination shall have been given prior to the date of this Agreement, but from and after the date of this Agreement shall include only written and/or practical examinations given by this local Union, or any other duly constituted Local Union of the IBEW. Reasonable intervals of time for examinations are specified as not less than two (2) months, not more than three (3) months. An applicant shall be eligible for examination if he has four (4) years of experience at the trade.

- e) The Union shall maintain an out-of-work list which shall list the applicants within each group in chronological order of the dates they register their availability for employment.
- f) The Contractor shall advise the Business Manager of the Local Union of the number of applicants needed. The Business Manager shall refer applicants to the Contractor by first referring applicants in Group I in the order of their places on the out-of-work list and then referring applicants in the same manner successively from the out-of-work list in Group II, then Group III, and then Group IV. Any applicant who is rejected by the Contractor shall be returned to his appropriate place within his Group and shall be referred to other employment in accordance with the position of his Group and his place within the Group.
- g) On all jobs employing five (5) or more Journeymen, every fifth Journeyman, if available, shall be fifty-five (55) years of age or older.
- h) The only exceptions which shall be allowed to the order of referral, enumerated in paragraph (f) above, are as follows:
 - i. Any outside firm undertaking any work covered by this Agreement will be allowed to bring in one Journeyman. When any complaint or dispute arises dealing with this question, any rule made by the International Office of the Union shall be accepted and put into effect.
 - ii. When the Contractor, in its request for applicants, states requirements for special skills or abilities,

the Business Manager shall refer the first applicant on the out-of-work list possessing such skills and abilities.

- iii. If compliance with paragraph (g) above requires the employment of an additional employee or employees on the basis of age, the Business Manager shall refer the first applicant on the register who meets the Contractor's requirements, and who satisfied the applicable age requirements; provided, however that all names in higher priority Groups, if any, shall first be exhausted before such over-age reference can be made.
- iv. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the parties.
- i) If the Union does not refer qualified applicants for employment to the Contractor within forty-eight (48) hours from the time of receiving the Contractor's request (Saturdays, Sundays and holidays excepted), the Contractor shall be free to secure applicants without using the referral procedure. The Contractor shall notify the Business Manager promptly of the names and social security numbers of such employees.
- j) An Appeals Committee is hereby established composed of one (1) member appointed by the Union, one (1) member appointed by the Contractor and a public member appointed by both these members. In the event the Union member and Contractor member cannot agree upon such public member, the Judge of the Federal District Court for the District of Nevada, who resides in Southern Nevada, shall appoint such public member of the Appeals Committee.

It shall be the function of the Appeals Committee to meet within five (5) days to consider any complaint of any employee or applicant for employment arising out of the administration by the Local Union of paragraph (c) through paragraphs (h) (iv) of this Article.

The Appeals Committee shall have the power to make a final and binding decision on any such complaint which shall be complied with by the Local Union. The Appeals Committee is authorized to issue procedural rules for the conduct of its business, but it is not authorized to add to, subtract from or modify

any of the provisions of this Agreement, and its decisions shall be in accord with this Agreement.

- k) A copy of the referral procedure set forth in this Agreement shall be posted on the bulletin board in the offices of the Local Union and in the offices of the Contractor who is a party to this Agreement.
- l) All of the parties signatory hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Article, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally, and not jointly, in such matters and will, in so acting, not be subject to the control of any of the other parties.

B. WIREMAN GROUPS

Group I. All applicants for employment who have four (4) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a journeyman's examination given by a duly constituted Inside Construction Local Union of the IBEW or have been certified as a Journeyman Wireman by any Inside Joint Apprenticeship and Training Committee and who have been employed for a period of at least one (1) year in the past four years in the geographical area covered by the collective bargaining agreement.

Group II. All applicants for employment who have four (4) or more years of experience in the trade, and who have passed a Journeyman's examination given by a duly constituted Local Union of the IBEW, or have been certified as Journeyman Wiremen by any Inside Joint Apprenticeship and Training Committee.

Group III. All applicants for employment who have two (2) or more years of experience in the trade, are residents of the geographical area constituting the normal construction labor market, and who have been employed for at least six (6) months in the last three (3) years in the trade under a collective bargaining agreement between the Union signatory to this Agreement and an employer bound to these hiring procedures.

Group IV. All applicants for employment who have worked at the trade for more than one (1) year.

C. LINEMEN GROUPS

CLASSIFICATION A – (Journeyman Lineman – Journeyman Technician)

GROUP I

All applicants for employment who have three and one-half (3-1/2) or more years experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed a Journeyman Lineman's examination given by a duly constituted Outside Construction Local Union of the I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Area Joint Apprenticeship and Training Committee, and who have been employed in the trade for a period of at least one (1) in the last three and one-half (3-1/2) years in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have three and one-half (3-1/2) or more years' experience in the trade and who have passed a Journeyman Lineman's examination given by a duly constituted Outside Local Union of the I.B.E.W. or have been certified as a Journeyman Lineman by any Outside Areas Joint Apprenticeship and Training Committee.

GROUP III

All applicants for employment who have two (2) or more years' experience in the trade; are residents of the geographical area constituting the normal construction labor market area, and who have been employed in the normal construction labor market for at least six (6) months in the last two and one-half (2-1/2) years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one (1) year.

CLASSIFICATION B – Heavy Equipment Operator

GROUP I

All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have passed an examination pertaining to their classification given by a duly constituted Outside Local Union of the I.B.E.W. and who have been employed in the normal construction labor market for a period of at least one (1) year in the last four

(4) years in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have experience in the trade; and have passed an examination pertaining to their classification given by a duly constituted Outside Construction Local Union of the I.B.E.W.

GROUP III

All applicants for employment who have experience in the trade, are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP IV

All applicants for employment who have worked at the trade for more than one (1) year.

CLASSIFICATION C – Groundman – Truck Driver

GROUP I

All applicants for employment who have experience in the trade, are residents of the geographical area constituting the normal construction labor market, have the necessary qualifications pertaining to their classification, and who have been employed in the normal construction labor market for a period of at least one (1) year in the last four (4) years in the geographical area covered by the collective bargaining agreement.

GROUP II

All applicants for employment who have experience in the trade, are residents of the normal construction labor market area and who have been employed in the normal construction labor market area for at least six (6) months in the last three (3) years in the geographical area covered by the collective bargaining agreement.

GROUP III

All applicants for employment who have worked at the trade for more than one (1) year.

GROUP IV

All other applicants for employment.

**International Brotherhood of Electrical Workers
Local Union No. 357**

APPENDIX B

SPECIAL PROVISIONS FOR TUNNELS

A. WORK SUBJECT TO THIS AGREEMENT

SECTION 1. The provisions Appendix B shall apply to employees covered by this Agreement who are permanently assigned to a tunnel or shaft project. The terms and conditions of this Agreement, including Appendix A shall also apply to Tunnel Work, except for SHIFTS AND HOURS OF WORK, which shall be in accordance with Article B of this Appendix as outlined below.

SECTION 2. Tunnel work shall be defined as the actual boring, driving and concreting of tunnels. A Shaft and/or silo shall be defined as sinking of any vertical, inclined or declined shaft, (including stations) by using shaft sinking methods. Any mining performed off the completed shaft shall be considered tunnel work.

In the event a dispute arises in the differentiation between a tunnel or shaft, BNC and the Union shall meet to resolve the dispute.

B. SHIFTS AND HOURS OF WORK

The "Day Shift" shall determine the start of the workday and shall continue for a 24-hour period. This applies to any day of the week. The day shift shall commence in accordance with the specific Shift provisions outlined below. While in overtime status, an employee will not revert to a lower rate. This does not apply to pre-shift overtime.

SECTION 1. Five Day, Eight Hour (5/8) Single Shift

- a) Seven (7) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:00 p.m., shall constitute a single shift for which eight (8) times the straight-time hourly rate shall be paid. Thirty-five (35) hours, Monday 7:00 a.m. through Friday 5:00 p.m., shall constitute a weeks work.
- b) The workweek shall consist of five (5) workdays, Monday through Friday.

SECTION 2. Five Day, Eight Hour (5/8) Multiple Shifts

- a) When two (2) or more shifts are worked for five (5) or more consecutive days, seven (7) hours of work shall constitute a day's work, for which eight (8) times the straight-time rate shall be paid. The Union shall be notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- b) Unless a shift runs five (5) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- c) Employees reassigned to a shift other than his/her established shift, for a duration of less than five (5) consecutive work days, shall be paid at the applicable overtime rate.
- d) Employees assigned to work the day shift, swing shift, and/or graveyard shift shall receive one-half (1/2) the daily bonus hour for daily work of four (4) hours or less on their shift. They shall receive the full bonus hour for daily work in excess of four (4) hours.
- e) The applicable overtime rate shall be paid for all time worked in excess of seven (7) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-five (35) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked from Friday midnight to Sunday midnight and holidays worked.
- f) Shift time shall start at the designated point of work.

SECTION 3. Four Day, Ten Hour (4/10) Single Shifts:

- a) A four (4) day workweek consisting of four (4) consecutive days of ten (10) hours shifts may be established on a Monday through Thursday or Tuesday through Friday basis, not both. The Employer shall give the Union notification seven (7) days prior to beginning a four (4) day workweek. The four (4) day workweek shall remain in effect for a minimum of two (2) weeks.
- b) The starting time of the day shift will be 6:00 a.m., 6:30 a.m. or 7:00 a.m.

- c) Overlap between the day and night shift, if any, shall not exceed (1) hour. (Overlap is normally for shift change only).
- d) Nine (9) consecutive hours, exclusive of meal period between 7:00 a.m. and 5:30 p.m., shall constitute a single shift for which ten (10) times the straight-time hourly rate shall be paid. Thirty-six (36) hours, Monday through Thursday or Tuesday through Friday shall constitute a week's work.
- e) On four day work weeks, the tenth (10th) hour worked will be paid at the rate of one and one-half times the straight-time hourly rate.
- f) All hours worked in excess of ten (10) hours will be paid at the double time rate of pay on a regularly scheduled workday.
- g) The first ten (10) hours worked on a first or second scheduled day off shall be paid at the rate of one and one-half times the straight-time hourly rate. All additional hours worked shall be paid at the double-time rate of pay.
- h) All hours worked on the third scheduled day off shall be paid at the double-time rate of pay.
- i) All hours worked on a recognized holiday shall be paid at the applicable Overtime rate, per the Overtime Article of this agreement.

SECTION 4. Four Day, Ten Hour (4/10) Night Shift

- a) When two (2) or more shifts are worked for four (4) or more consecutive days, nine (9) hours of work shall constitute a days work, for which ten (10) times the straight-time rate shall be paid. The Union shall notified twenty-four (24) hours in advance of the effective date of the starting of such multiple shift operations. There shall be no split or staggered shifts.
- b) Unless a shift runs four (4) or more consecutive days, the Employer shall be required to pay for such shift work at the applicable overtime rate.
- c) Employees reassigned to a shift other than his/her established shift, for a duration of less than four (4) consecutive work days, shall be paid at the applicable overtime rate.

- d) Employees assigned to work the day shift or swing shift, shall receive one-half (1/2) the daily bonus hour for daily work of five (5) hours or less on their shift. They shall receive the full bonus hour for daily work in excess of five (5) hours.
- e) The applicable overtime rate shall be paid for all time worked in excess of nine (9) hours, exclusive of a meal period, in any one (1) shift; all time worked in excess of thirty-six (36) hours in any one (1) week; all time worked before the regularly established starting time and after the established quitting time on each shift; and, all time worked on holidays or an employees scheduled day(s) off.
- f) Shift time shall start at the designated point of work.

SECTION 5: CALL-OUT PAY

- a) A call-out prior to and continuous with the employees normally scheduled shift shall be paid on the basis of actual hours worked at the applicable overtime rate.
- b) Employees which have left the job after the completion of their assigned shift, and who are subsequently called out to perform work which is not continuous with their daily working schedule, shall be paid a minimum of four (4) hours pay at the applicable overtime rate for employees assigned to an eight (8) hour shift, or five (5) hours pay at the applicable overtime rate for employees assigned to the ten (10) hour shift, plus one (1) days subsistence. It is recognized that this guarantee is provided because of the special inconvenience imposed upon an employee by a call-out.
- c) If an Employee is contacted in their off-duty hours by an authorized representative of the employer, and asked for technical advice, or to assemble a crew, the employee will be entitled to a minimum of two (2) hours pay at the straight time rate of pay.

C. PREMIUMS:

1. CASED SHAFT PREMIUM

SECTION 1. Where employees are required to work in steel-cased holes which are in excess of 1,000 feet and less than 2,500 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the employee shall receive premium pay of Seventy-Five Cents (\$.75) per hour above their regular rate.

SECTION 2. Where employees are required to work in steel-cased drill holes which are at least 2,500 feet deep and less than 5,000 feet deep and which are converted to mine shafts for the mining of drifts or chambers, the employee shall receive premium pay of One Dollar and Twenty-Five Cents (\$1.25) per hour above their regular rate.

SECTION 3. Employees who receive the premiums above are not entitled to the Underground Premium as well.

- 2. PORTAL-TO-PORTAL TRAVEL:** Employees covered by this Agreement shall be compensated for actual time spent in travel from portal or collar to work face and return from work face to portal or collar at the straight-time hourly rate. Travel time shall be computed and paid in one-quarter (1/4) of an hour, (15 minute) increments.

Portal to portal travel pay shall be paid at the applicable overtime rate when an employee works on Holidays or scheduled day(s) off.

- 3. UNDERGROUND PREMIUM:** Employees assigned to work underground shall receive a full shift premium of Fifty Cents (\$.50) per hour above their regular straight-time hourly rate. Employees who receive this premium are not entitled to the Cased Shaft Premium as well.
- 4. RE-ENTRY PREMIUM:** Employees engaged in re-entry work and required by the Employer to wear both full protective clothing (coveralls, bootees, gloves, cap, etc.) and a respirator shall receive a premium of One Dollar (\$1.00) above their regular rate of pay.
- 5. RESPIRATOR PREMIUM:** Employees directed by supervision to wear half or full face respirators, requiring a respirator fit card, shall receive a premium of \$1.00 per hour for a minimum of a half shift or maximum of a full shift, based on half shift wear. Employees who receive this premium are not entitled to the Re-Entry premium as well.

D. CHANGE HOUSE

SECTION 1. The Employer shall establish and maintain a change house at each portal, adit or shaft (or within a reasonable distance thereof), which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the number of men in each crew. Each change house shall be so constructed and facilities so provided to assure that all work clothes will dry between shifts.

SECTION 2. Short, dry tunnels are exempted from the provisions of this Article if bathing facilities are generally available in nearby living areas.

- E. **RUBBER**: Furnishing rubber shall be the responsibility of the Employer. The Employer may require a deposit on all rubber issued to the employee. Deposits on rubber are to be returned to the employee when rubber is returned to the Employer.
- F. **SMOKE CLEARING TIME**: After blasting, employees must wait at least ten (10) minutes after a full round before returning to the point of blasting. A longer waiting period may be required to allow time for clearing of air by the ventilation system and wetting down of the muck pile.
- G. **TUNNEL OR SHAFT SAFETY**: When employees covered by this Agreement are engaged in re-entry work in a shaft or tunnel, there shall be adequate, qualified manpower topside and/or outside as required for safety purposes.

Project Labor Agreement for Construction
International Union of Elevator Constructors
Local Union No. 18

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. **CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:

Mechanic
Mechanic-in-Charge

- B. **MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless the BNC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

1. **HEALTH BENEFIT PLAN**

The Health Benefit Plan shall be financed by mutual contributions of Employers and Elevator Constructor mechanics as provided herein.

The Employer agrees to pay and contribute for each hour of work performed by all Elevator Constructor Mechanics in its employ. This hourly contribution rate shall increase in accordance with the following:

<u>Effective Date</u>	<u>Amount of Increase</u>	<u>Hourly Contribution Rate</u>
September 30, 2002		\$4.775
January 1, 2003	\$1.00	\$5.775
January 1, 2004	\$0.50	\$6.275
January 1, 2005	\$0.50	\$6.775
January 1, 2006	\$0.50	\$7.275
January 1, 2007	\$0.50	\$7.775

Each Elevator Constructor Mechanic shall contribute Three and One-Half Cents (\$0.035) per hour. Payments of said contributions by the Employer and Elevator Constructor Mechanics shall be in accordance with the National Elevator Industry Health Benefit Plan and Declaration of Trust.

2. **PENSION PLAN**

The Plan of Pension Benefits shall be financed by contributions as provided herein. The Employer agrees to contribute for each hour of work performed by all Elevator Constructor Mechanics in its employ. This hourly contribution shall increase in accordance with the following:

<u>Effective Date</u>	<u>Amount of Increase</u>	<u>Hourly Contribution Rate</u>
September 30, 2002		\$2.51
January 1, 2003	\$0.37	\$2.88
January 1, 2004	\$0.27	\$3.15
January 1, 2005	\$0.27	\$3.42
January 1, 2006	\$0.27	\$3.69
January 1, 2007	\$0.27	\$3.96

Payments of said contributions by the Employer shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees.

3. EDUCATIONAL FUND

The National Elevator Industry Education Program shall be financed by contributions by Employers as provided herein. The Employer agrees to contribute for each hour of work performed by all Elevator Constructor Mechanics in its employ. This hourly contribution shall increase in accordance with the following:

<u>Effective Date</u>	<u>Amount of Increase</u>	<u>Hourly Contribution Rate</u>
September 30, 2002		\$0.30
January 1, 2004	\$0.04	\$0.34
January 1, 2005	\$0.03	\$0.37
January 1, 2006	\$0.03	\$0.40
January 1, 2007	\$0.03	\$0.43

Payments of said contributions by the Employer shall be in accordance with the terms of the Declaration of Trust adopted by the Board of Trustees.

D. VACATIONS

The following plan is established for vacation pay.

- a) A man who has worked less than five (5) years in the business shall receive vacation pay credit on the basis of six percent (6%) of his regular hourly rate for all hours actually worked. A man who has worked more than five (5) years in the business shall receive vacation pay credit on the basis of eight percent (8%) of his regular hourly rate for all hours actually worked.
- b) The vacation pay accrued from January 1 of one year through June 30 of the same year shall be paid in full to the employee by July 15 of that year. The vacation pay accrued from July 1 of one year through December 31 of the same year shall be paid in full to the employee by January 15 of the succeeding year.
- c) A man with less than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 120 hours vacation pay. A man with more than five (5) years in the business who works 1750 hours or more but less than 2000 hours in any vacation year shall receive at least 160 hours vacation pay. Beginning January 1, 1983, the vacation year shall run from January 1 through December 31.

- d) The employee shall have the option of taking accrued vacation provided he has obtained prior approval from the Employer.
- e) It is understood and agreed that work conditions of the Employer must be taken into consideration when vacations are arranged.

Time off for vacation shall be taken as a full, complete period whenever possible.

- f) Vacation pay accrued will change from six percent (6%) to eight percent (8%) on the first payroll period after the first month following completion of five (5) years in the business.
- g) The Local Union shall furnish the Employer, on request, dates that Elevator Constructor Mechanics were first employed in the elevator industry.
- h) When a man leaves the Employer, the vacation pay shall be retained. He shall receive the retained amount due him at the time specified in (b) above.
- i) Hours paid as holiday pay, vacation pay or traveling time outside of the regular working hours are not to be counted as hours worked when computing vacation pay.
- j) At the time vacation pay is paid Federal and State taxes shall be withheld on the basis of the number of weeks of vacation or portion of a week of vacation the accrued vacation pay represents. The intent of this provision is that taxes will be withheld at weekly rates rather than the higher rates for a lump sum payment of vacation pay.
NOTE: Checks are to be paid in 40 hour weekly increments.

E. HOLIDAYS

The following days are recognized as paid holidays:

New Year's Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following
Labor Day	Thanksgiving Day
	Christmas Day

If any of the above holidays fall on Saturday, the Friday preceding shall be observed as the legal holiday.

If any of the above holidays fall on Sunday, the Monday following shall be observed as the legal holiday. A holiday shall be the twenty-four (24) hour period commencing at 12:01 a.m. on the day observed as the holiday. Work on such days shall be paid for at the holiday rate of pay. No work shall be required on Labor Day except in case of extreme emergency. Veterans' Day or the day observed as such is a holiday without pay if no work is performed.

F. MECHANIC-IN-CHARGE

Whenever there are more than two (2) journeymen employed, one must be designated as a Mechanic-in-Charge who will be allowed to work with their tools. A Mechanic-in-Charge may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Mechanic-in-Charge. The Mechanic-in-Charge shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Mechanics-in-Charge shall be designated. The need for additional Mechanics-in-Charge shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Mechanics-in-Charge are employed and a third Mechanic-in-Charge is required, one of the Mechanics-in-Charge shall be designated as a General Mechanic-in-Charge.

Normal procedure shall be for the Mechanic-in-Charge to direct Journeymen and the General Mechanic-in-Charge to direct Mechanics-in-Charge; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

- G. SUBPOENAED WITNESSES:** Any employee who is covered by this Agreement who is subpoenaed to court by the Employer or by the Employer's Counsel shall be paid for all lost time at the straight-time hourly wage rate, fringe benefits, and all reasonable expenses.

H. PAYMENT FOR LOST OR STOLEN CLOTHING AND TOOLS

The Employer agrees that it should make every effort to provide a reasonably safe place for tools and clothing and likewise the employee shall make every effort to protect not only his own tools and clothing, but also to protect the

Employer's tools. When losses do occur the Employer and the Local Union agree to jointly reimburse Elevator Constructor Mechanics for tools or clothing lost on the job, the Employer is to pay seventy-five percent (75%) and the Local Union twenty-five percent (25%). Claims are limited as follows:

Overcoat	\$ 50.00
Other Clothing	\$ 60.00
Tools	\$300.00

An affidavit must be submitted to the Local Union and the Employer by the employee claiming the loss.

Upon the first day of employment, the employee shall furnish the Employer an accurate inventory list of furnished tools which is to be verified by the Employer.

I. SYSTEM OF PAYMENT

1. It is agreed that all Mechanics employed shall be paid weekly at the office or on the job on the Employer's time, either by cash or by check.
2. Elevator Constructors shall receive at the time of weekly payment, a check stub containing the following information:
 - a) Employee's name and social security number
 - b) Total hours worked--regular and overtime
 - c) Total wages--weekly and accumulative
 - d) Federal income taxes withheld
 - e) FICA taxes withheld
 - f) Welfare and Pension Deductions--Weekly and Accumulative
 - g) Any other authorized or legitimate deductions
 - h) Vacation pay--weekly and accumulative

J. REFERRAL PROCEDURE

1. In the interest of maintaining an efficient system of production in the industry, providing for an orderly procedure of employment of applicants and of preventing discrimination because of race, color, creed, sex, religion, handicap, veteran status, or national origin, the parties hereto agree to the following system of employment.
 - a) The Union shall establish, maintain and keep current an open list for the employment of workmen qualified to perform the duties required. Such list shall be established, maintained and kept current on a non-discriminatory basis and shall not be based on or in any way affected by the Union membership, Union bylaws, regulations or constitutional provisions or any other aspect or obligation of Union membership, policies or requirements. Upon request such list shall be made available to the Employer for inspection.
 - b) The Employer shall hire experienced mechanics who permanently live in the area, are seeking employment and are qualified to perform the work required by the Employer before hiring a transient employee. An employee shall be considered transient until he makes a showing that he is permanently changing his home and residing in the territorial jurisdiction of the local with which he is registered for referral. Provided the foregoing criteria are met, an employee's status as a transient shall continue for a period of six (6) months from the time he has registered with the local. When hiring an experienced mechanic the Employer shall use the Union as the first source of applicants for employment. Upon the Employer's request, the Union shall refer, on the basis set forth hereinafter, such an applicant within a period of forty-eight (48) hours after such request, exclusive of Saturdays and Sundays. If the Union fails to refer qualified workmen within the specified period the Employer may obtain workmen from any other available source. The Employer has the right to reject any and all applicants referred to it by the Union. The Employer, where requested by the Union, shall give the reason, in writing, for any rejection. All employees must perform their work to the satisfaction of the Employer. The Employer is the sole judge of the competency of employees and applicants for employment.
 - c) The Union shall refer to the Employer only workmen whose names appear on the open employment list and in so doing shall be governed by the following criteria:

1. If the Employer requests by name from the open employment list a particular workman previously employed by the Employer, who permanently lives in the area, that workman shall be referred by the Union to the Employer unless the workman is unwilling to accept employment with the Employer.
 2. If the Employer requests by name from the open employment list a particular workman who has not previously been employed by the Employer, who permanently lives in the area, that workman shall be referred by the Union to the Employer unless the workman is unwilling to accept employment with the Employer.
- d) All employment practice provisions are to be posted in the Union Hall and in the Employer's Personnel Office.
2. When layoffs are made by the Employer, the transient employees shall be laid off and lastly mechanics who permanently live in the area will be laid off last. Employees laid off shall be paid at the next weekly payroll period following the layoff.
 3. All the parties hereto agree that any and all liability which may arise to any person or in any proceedings in any court, or before any governmental agency, in connection with the carrying out of the provisions of this Appendix shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, the parties will act severally and not jointly in such matters, and will, in so acting, not be subject to the control of any of the other parties.

Project Labor Agreement for Construction
**International Association of Bridge, Structural and Ornamental
Ironworkers**
Local Unions No. 416 and 433

APPENDIX A
EFFECTIVE 10/1/02 through 9/30/07

- A. CLASSIFICATION AND WAGE RATES:** The applicable hourly Wage Rates for the following classifications covered by this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

Classifications:

Reinforcing Ironworker
Structural Ironworker
Ornamental Ironworker

- B. MONETARY INCREASES:** The hourly monetary package increases for the first three years of this agreement are identified in the Wage and Benefits Supplement to this Project Labor Agreement.

The Union shall have the option of distributing these increases or any portion of these increases to the hourly wage rate or legally established Fringe Benefit/ Contribution Funds. It shall be understood, however, that the Union must notify BNC and BSC at least forty-five (45) days in advance of the proposed effective date of the allocation of such monies.

The wage rates effective October 1, 2004, shall remain in effect until the 1st day of October 2005, and shall continue from year to year thereafter unless BNC, BSC or the Union shall give written notice to the other of a desire to change, amend, or modify such wage rates at least ninety (90) days prior to October 1, 2005.

In the event notice of desire to change, amend, or modify the wage rates of this Agreement is given in accordance with the above, and agreement on a new wage rate is not consummated on or before October 1, 2005, Section 1 and Section 2 of Article -"No Strike, No Lockout" will be suspended solely as to such wage dispute, and until such wage dispute is resolved. All other provisions of this Agreement shall continue in full force and effect.

- C. **FRINGE BENEFITS:** The Employer shall pay in accordance with the provisions identified below. Specific monetary amounts are identified in the Wage and Benefits Supplement to this Project Labor Agreement.
1. **HEALTH AND WELFARE PLAN:** The Employer shall contribute for each hour worked by or paid to employees covered by this Agreement to the California Iron Workers' Field Welfare Plan.
 2. **VACATIONS:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the California Iron Workers' Field Vacation Trust.
 3. **SUPPLEMENTAL DUES:** It is agreed that upon authorization as required by law, the amount identified per hour for each hour paid for and/or worked, including travel hours, shall be deducted by the California Field Iron Workers' Vacation Trust Fund from the Vacation Benefit of each workman and remitted by the California Field Iron Workers' Vacation Trust Fund to the Union. The amount of the deduction shall be specified on the statement transmitted to the workman by the California Field Iron Workers' Vacation Trust Fund which remittance shall be made to the Union not less than two (2) times each year.
 4. **PENSION PLAN** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the California Iron Workers' Field Pension Trust Fund.
 5. **ANNUITY TRUST FUND:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the California and Vicinity Field Iron Workers' Annuity Trust Fund.
 6. **APPRENTICESHIP TRAINING CONTRIBUTION:** The Employer shall contribute for all hours worked by or paid to employees covered by this Agreement to the training program as provided in the California Field Iron Workers' Apprenticeship Training Trust.
 7. **EMERGENCY RELIEF FUND:** The Employer shall contribute for all hours work by or paid to employees covered by this Agreement to the Emergency Relief Fund, as provided by this Union.

D. APPRENTICES

1. Apprentices shall be paid the following percentages for the journeyman classification of work in which they are engaged as identified in the Wage and Benefit Supplement to this agreement:

- a. For Structural, Reinforcing and Ornamental Apprentices who shall have a three (3) year term of apprenticeship:

First six (6) months	55%
Second six (6) months	60%
Third six (6) months	65%
Fourth six (6) months	70%
Fifth six (6) months	80%
Sixth six (6) months	90%

2. The Employer and Union hereby agree as follows:

- a. The Employer guarantees employment during the term of this Agreement to no less than one (1) apprentice for each seven (7) construction journeyman structural ironworkers in its employ.
- b. The parties recognize the right of the Employer to requisition persons of the apprentice out-of-work list by name.

E. PREMIUMS

1. **RESPIRATOR PREMIUM:** Employees required by the Employer to wear a respirator which requires a fit card, shall receive a premium of One-Dollar (\$1.00) above their straight-time rate of pay, for a minimum of a half shift or maximum of a full shift, based on half shift wear.
2. **UNDERGROUND PREMIUM:** Employees covered by this Agreement who do any work underground in tunnel or shafts shall receive a premium of Fifty Cents (\$.50) per hour above their regular rate of pay, for actual hours spent working underground.

F. FOREMEN

1. **FOREMAN DIFFERENTIAL:** An employee designated by the Employer as Foreman shall be paid at a rate of ten percent (10%) per hour more than the regular hourly rate of the highest classification over which he has supervision. This includes any Foreman designated to supervise other

Foremen. A Foreman designated to supervise other Foremen shall be classified as a General Foreman.

2. **FOREMAN ASSIGNMENTS:**

Whenever there are more than two (2) journeymen employed, one must be designated as a Foreman who will be allowed to work with their tools. A Foreman may work with their tools until they supervise more than six (6) employees at which time they will become a non-working Foreman. Foreman shall not be required to supervise more than ten (10) craft employees.

When more than ten (10) employees are employed under this agreement, additional Foreman shall be designated. The need for additional Foreman shall be based on work scope, crew size, location of project, safety considerations, etc.

In the event more than two (2) Foreman are employed and a third Foreman is required, one of the Foremen shall be designated as a General Foreman.

Normal procedure shall be for the Foreman to direct Journeymen and the General Foreman to direct Foremen; however, the nature of the operations involved may, at times, require direction other than the normal procedures set forth herein, on a limited basis.

G. TRAVEL

1. **TRAVEL EXPENSE TO WHOM DUE:** When the Employer hires workmen for a job more than thirty-five (35) miles away from the city hall of San Francisco, Oakland, San Jose, Sacramento, Stockton, Fresno, Bakersfield, Eureka, Redding, Napa, Los Angeles, San Diego, San Bernardino, Ventura, and El Centro, California, and Reno and Las Vegas, Nevada, based on the city of which the workman is a bona fide resident, the workmen shall be paid travel time, transportation and subsistence in accordance with the Agreement, whether or not the job is located within another expense-free zone as provided by this Agreement. The Employer shall pay bridge, ferry and toll road fares.
2. **MILEAGE AND TRAVEL:** Workmen shall receive Twenty-Four Cents (\$.24) per mile for transportation to and from jobs over thirty-five (35) miles from the designated basing point at the beginning and completion of the job.
3. **TRAVEL TIME:** Time paid for traveling will be paid for at the straight-time hourly rate and will be computed at the

rate of fifty (50) miles per hour. Travel time pay shall be computed as follows:

Determine travel time by dividing fifty (50) into the actual miles over the most direct regularly traveled route between the job and the designated point. Determine travel time pay by multiplying travel time, including fractions, by the straight-time rate; provided, however, in no case shall travel time pay exceed eight (8) hours' pay in any twenty-four (24) hour period.

4. **TRAVEL EXPENSE, JOB NOT CONTINUOUS:** If the Employer orders the same workmen to and from the same job more than once when the job is not continuous, workmen shall be paid travel time and transportation to and from the job for each round trip except where the break in continuous employment on the job is caused by holidays, Saturdays, Sundays or weather conditions.
5. **TRAVEL EXPENSE, WHEN DUE:** Travel compensation and mileage will be paid on the paycheck for the first pay period of the workman after he starts to work. Travel compensation and mileage for the return trip will be paid at the conclusion of the job, or after thirty (30) shifts have been worked by the individual, whichever comes first. A workman paid return mileage after completing thirty (30) shifts shall not be eligible to receive any additional return trip compensation at termination of his employment.

On jobs of five (5) or more days duration, travel compensation and mileage will not be paid either way if a workman voluntarily quits before he has worked five (5) days or shifts.

Subsistence payments will be made each regular payday.

H. INJURED WORKMEN

When a workman is injured to the extent of being unable to work for the remainder of the day, he will be paid for the full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

Workmen injured on the job who are still employed and who are required by the attending physician to make further visits during working hours shall make such visits with no loss of wages for time spent in making such visits.